

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF OHIO
3 EASTERN DIVISION
4 - - -

5 IN RE: NATIONAL : MDL NO. 2804
6 PRESCRIPTION OPIATE :
7 LITIGATION :

8 : CASE NO.
THIS DOCUMENT : 1:17-MD-2804
9 RELATES TO ALL CASES:

10 : Hon. Dan A.
: Polster
11 - - -

12 Friday, January 25, 2019
13 - - -

14 HIGHLY CONFIDENTIAL - SUBJECT TO FURTHER
CONFIDENTIALITY REVIEW
15 - - -
16

17 Videotaped deposition of
18 CELIA WEBER, taken pursuant to notice,
was held at the law offices of Reed Smith
19 LLP, Three Logan Square, 1717 Arch
Street, Suite 3100, Philadelphia,
Pennsylvania 19103, beginning at 2:43
p.m., on the above date, before Amanda
Dee Maslynsky-Miller, a Certified
Realtime Reporter.

20 - - -
21
22

23 GOLKOW LITIGATION SERVICES
24 877.370.3377 ph | 917.591.5672 fax
deps@golkow.com

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<p>1 APPEARANCES: (Continued)</p> <p>2</p> <p>3</p> <p>4 PIETRAGALLO GORDON ALFANO BOSICK &</p> <p>5 RASPANTI, LLP</p> <p>6 BY: ERIK GIANNITRAPANI, ESQUIRE</p> <p>7 1818 Market Street</p> <p>8 Suite 3402</p> <p>9 Philadelphia, Pennsylvania 19103</p> <p>10 (215) 320-6200</p> <p>11 Eg@pietragallo.com</p> <p>12 Representing the Defendant,</p> <p>13 Cardinal Health, Inc.</p> <p>14</p> <p>15 COVINGTON & BURLING LLP</p> <p>16 BY: ALEXANDRA J. WIDAS, ESQUIRE</p> <p>17 850 Tenth Street, NW</p> <p>18 Suite 856N</p> <p>19 Washington, DC 20001</p> <p>20 (202) 662-5000</p> <p>21 awidas@cov.com</p> <p>22 Representing the Defendant,</p> <p>23 McKesson Corporation</p> <p>24</p>	<p>1 APPEARANCES: (Continued)</p> <p>2 VIA TELEPHONE/LIVESTREAM:</p> <p>3</p> <p>4 ARNOLD & PORTER KAYE SCHOLER LLP</p> <p>5 BY: DAVID HIBEY, ESQUIRE</p> <p>6 601 Massachusetts Ave, NW</p> <p>7 Washington, DC 20001</p> <p>8 (202) 942-5000</p> <p>9 David.hibey@arnoldporter.com</p> <p>10 Representing the Defendant,</p> <p>11 Endo Pharmaceuticals, Endo Health,</p> <p>12 and Par Pharmaceuticals</p> <p>13</p> <p>14 ALSO PRESENT:</p> <p>15 Devyn Mulholland, Videographer</p> <p>16 Christopher Casalenuovo,</p> <p>17 AmerisourceBergen Corporation</p> <p>18 Drew Schinzel,</p> <p>19 AmerisourceBergen Corporation</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

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2	I N D E X			DEPOSITION SUPPORT INDEX
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4				
5	Testimony of: CELIA WEBER			5 Direction to Witness Not to Answer
6	By Mr. Simmer	10		6 Page Line Page Line Page Line
7				7 None
8				8
9	E X H I B I T S			9
10				10 Request for Production of Documents
11	NO.	DESCRIPTION	PAGE	11 Page Line Page Line Page Line
12	AmerisourceBergen-Weber	Exhibit-1 Celia Weber LinkedIn		12 None
13	Profile	16		13
14	AmerisourceBergen-Weber	Exhibit-2 ABDCMDL00319748-753	52	14
15	AmerisourceBergen-Weber	Exhibit-3 ABDCMDL00319756-807	52	15 Stipulations
16	AmerisourceBergen-Weber	Exhibit-4 Insys-MDL-007726258-259	90	16 Page Line Page Line Page Line
17	AmerisourceBergen-Weber			17 9 1
18	AmerisourceBergen-Weber			18
19	Exhibit-5 Insys-MDL-007726260		94	19
20	AmerisourceBergen-Weber	Exhibit-6 Insys-MDL-007754340-343	98	20 Question Marked
21	AmerisourceBergen-Weber	Exhibit-7 Insys-MDL-007731066-072	107	21 Page Line Page Line Page Line
22	AmerisourceBergen-Weber			22 None
23				23
24				24
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1	- - -			- - -
2	E X H I B I T S			(It is hereby stipulated and agreed by and among counsel that sealing, filing and certification are waived; and that all objections, except as to the form of the question, will be reserved until the time of trial.)
3	- - -			- - -
4	NO.	DESCRIPTION	PAGE	
5	AmerisourceBergen-Weber	Exhibit-8 ABDCMDL00045043-045	112	
6	AmerisourceBergen-Weber	Exhibit-9 Insys Therapeutics, Inc.,		
7	10-K, 12/31/16	116		
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9	Exhibit-10 ABDCMDL00002123-125		121	
10	AmerisourceBergen-Weber	Exhibit-11 USDC District of		
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<p>1 now swear in the witness.</p> <p>2 - - -</p> <p>3 CELIA WEBER, after having</p> <p>4 been duly sworn, was examined and</p> <p>5 testified as follows:</p> <p>6 - - -</p> <p>7 EXAMINATION</p> <p>8 - - -</p> <p>9 BY MR. SIMMER:</p> <p>10 Q. Good afternoon, Ms. Weber.</p> <p>11 My name is Scott Simmer, I'm here on</p> <p>12 behalf of the plaintiffs in this action.</p> <p>13 Have you testified before in</p> <p>14 any litigation?</p> <p>15 A. I have not.</p> <p>16 Q. Let me go over some of the</p> <p>17 ground rules. I expect your counsel may</p> <p>18 have talked to you about that, too, but I</p> <p>19 want to make sure we're on the same</p> <p>20 page.</p> <p>21 Today I'm going to be asking</p> <p>22 you a series of questions. You will</p> <p>23 answer. It's important that we don't</p> <p>24 talk over each other, so that let me</p>	<p>1 assume you understand the question.</p> <p>2 Is that fair?</p> <p>3 A. Yes, that's fair.</p> <p>4 Q. You understand you're to</p> <p>5 answer these questions truthfully; is</p> <p>6 that right?</p> <p>7 A. Yes.</p> <p>8 Q. And you understand what the</p> <p>9 penalties are for failing to answer</p> <p>10 truthfully, correct?</p> <p>11 A. Yes.</p> <p>12 Q. That's perjury, correct?</p> <p>13 A. Yes.</p> <p>14 Q. You can request a break at</p> <p>15 any time. I just ask if there's a</p> <p>16 question pending, you answer before we</p> <p>17 take our break.</p> <p>18 A. Yes.</p> <p>19 Q. From time to time, your</p> <p>20 attorney or one of the other attorneys</p> <p>21 may lodge an objection. Unless they tell</p> <p>22 you not to answer, you still must answer</p> <p>23 the question.</p> <p>24 Do you understand?</p>
<p>1 complete my questions before you start to</p> <p>2 answer.</p> <p>3 The court reporter can only</p> <p>4 take one of us down at a time. It will</p> <p>5 drive her crazy. It's Friday afternoon.</p> <p>6 We don't want to upset her. So for that</p> <p>7 reason, let's not speak over each other,</p> <p>8 if we can.</p> <p>9 Is that okay?</p> <p>10 A. Yes.</p> <p>11 Q. Please wait before I</p> <p>12 complete my question before you begin to</p> <p>13 answer, if you would.</p> <p>14 A. Right.</p> <p>15 Q. You have to answer fully and</p> <p>16 accurately and verbally; you can't just</p> <p>17 nod your head is what I mean.</p> <p>18 Do you understand?</p> <p>19 A. Yes.</p> <p>20 Q. You're answering over me, so</p> <p>21 be careful.</p> <p>22 If you don't understand a</p> <p>23 question, please say so, and I'll try to</p> <p>24 rephrase it. Otherwise, I'm going to</p>	<p>1 A. Yes.</p> <p>2 Q. Is there any reason why you</p> <p>3 cannot testify truthfully or accurately</p> <p>4 today?</p> <p>5 A. No.</p> <p>6 Q. What's your understanding of</p> <p>7 why you are here today?</p> <p>8 A. The opioid litigation with</p> <p>9 the state of Ohio, as it relates to</p> <p>10 AmerisourceBergen and my role at</p> <p>11 AmerisourceBergen.</p> <p>12 Q. Have you looked at any of</p> <p>13 the pleadings that have been filed with</p> <p>14 the court?</p> <p>15 A. No.</p> <p>16 Q. Did you meet with attorneys</p> <p>17 representing the company in advance of</p> <p>18 today's deposition?</p> <p>19 A. Yes.</p> <p>20 Q. Who did you meet with?</p> <p>21 A. Tom and Joe.</p> <p>22 Q. On how many occasions?</p> <p>23 A. Two.</p> <p>24 Q. And how long?</p>

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<p>1 A. Approximately seven hours.</p> <p>2 Q. Did they show you any</p> <p>3 documents?</p> <p>4 A. Yes.</p> <p>5 Q. How many?</p> <p>6 A. I don't recall the number.</p> <p>7 Q. Just generally, what types</p> <p>8 of documents did they show you?</p> <p>9 A. Documents pertaining to work</p> <p>10 that my team had done with pharmaceutical</p> <p>11 manufacturers.</p> <p>12 Q. When you reference "my</p> <p>13 team," what do you mean by that?</p> <p>14 A. I have two employees.</p> <p>15 Q. That means that you</p> <p>16 supervise two individuals?</p> <p>17 A. Correct.</p> <p>18 Q. And who are they?</p> <p>19 A. Sheila Rizzo. Kim Hamlin.</p> <p>20 Q. Spell Ms. Rizzo's last name.</p> <p>21 A. R-I-Z-Z-O.</p> <p>22 Q. And Ms. Hamlin's last name?</p> <p>23 A. H-A-M-L-I-N.</p> <p>24 Q. Have you been involved in</p>		<p>1 A. No.</p> <p>2 Q. Did you give your computer</p> <p>3 to AmerisourceBergen's counsel?</p> <p>4 A. I didn't physically give the</p> <p>5 computer to them.</p> <p>6 Q. But they did have access to</p> <p>7 it?</p> <p>8 A. Correct.</p> <p>9 - - -</p> <p>10 (Whereupon,</p> <p>11 AmerisourceBergen-Weber Exhibit-1,</p> <p>12 Celia Weber LinkedIn Profile, was</p> <p>13 marked for identification.)</p> <p>14 - - -</p> <p>15 BY MR. SIMMER:</p> <p>16 Q. I'll hand you what we marked</p> <p>17 as Weber Exhibit Number 1. I'll identify</p> <p>18 it for the record as your LinkedIn page.</p> <p>19 It's a two-page document, if you could</p> <p>20 take a look at that.</p> <p>21 I'd like to start with your</p> <p>22 education, if I could. It says you</p> <p>23 attended Western Wisconsin Vocational</p> <p>24 College, correct?</p>
<p>1 litigation before?</p> <p>2 A. No.</p> <p>3 Q. Not as a party?</p> <p>4 A. No.</p> <p>5 Q. Have you ever testified in</p> <p>6 any litigation as a witness?</p> <p>7 A. No.</p> <p>8 Q. Okay. In advance of today's</p> <p>9 deposition, did you provide your --</p> <p>10 materials to the company's lawyers?</p> <p>11 A. I provided materials to</p> <p>12 AmerisourceBergen's lawyers.</p> <p>13 Q. That's what I'm talking</p> <p>14 about.</p> <p>15 A. Okay.</p> <p>16 Q. When I say "your lawyers," I</p> <p>17 do mean the company's lawyers. Thank</p> <p>18 you.</p> <p>19 Did you provide copies of</p> <p>20 any hardcopy documents you have in your</p> <p>21 possession?</p> <p>22 A. No. Everything was</p> <p>23 electronic.</p> <p>24 Q. Did you have hardcopy files?</p>	Page 15	<p>1 A. Yes.</p> <p>2 Q. What years did you go there?</p> <p>3 A. 1977 to 1979.</p> <p>4 Q. And what did you major in?</p> <p>5 A. Associate of science degree,</p> <p>6 specializing in human resources.</p> <p>7 Q. And you received a diploma?</p> <p>8 A. An Associate's Degree.</p> <p>9 Q. It says next you attended</p> <p>10 the University of North Texas, correct?</p> <p>11 A. Correct.</p> <p>12 Q. What was your major?</p> <p>13 A. I didn't really have a</p> <p>14 major. I took classes there.</p> <p>15 Q. And did you receive a</p> <p>16 degree?</p> <p>17 A. No.</p> <p>18 Q. Have you had any other</p> <p>19 education after high school, beyond</p> <p>20 what's indicated on your profile?</p> <p>21 A. No.</p> <p>22 Q. So it says that you left the</p> <p>23 University of North Texas in 1984,</p> <p>24 correct?</p>
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<p>1 A. I took classes during that 2 period of time, as part time. 3 Q. Okay. I just want to go 4 from there.</p> <p>5 Your first employment after 6 you -- at least as you indicate here, was 7 at FoxMeyer Drug Company; is that 8 correct?</p> <p>9 A. My first employment listed 10 here is FoxMeyer Drug Company, yes.</p> <p>11 Q. Did you have positions prior 12 to FoxMeyer that are not listed on your 13 profile?</p> <p>14 A. Yes.</p> <p>15 Q. And what were they? Just go 16 in the order if you can.</p> <p>17 A. Hunt International.</p> <p>18 Q. What did you do there?</p> <p>19 A. I was the office manager.</p> <p>20 Q. And what years were you 21 there?</p> <p>22 A. I don't know. I don't 23 recall.</p> <p>24 Q. And what was your next</p>	<p>1 A. Sorry. Pharmacy chain. 2 Q. What chain pharmacies did 3 you have responsibility for? 4 A. The biggest one was Walmart. 5 Q. And there were others? 6 A. Kmart. And I don't recall 7 the others.</p> <p>8 Q. You left that job in April 9 of -- or in 1998, correct?</p> <p>10 A. Correct.</p> <p>11 Q. It says your next position 12 was at Goldline Laboratories, correct?</p> <p>13 A. Correct.</p> <p>14 Q. And it says you were a 15 national accounts/sales manager/regional 16 accounts.</p> <p>17 Is that different positions, 18 or is that the entire title for one 19 position?</p> <p>20 A. Different positions.</p> <p>21 Q. Okay. What was your first 22 position at Goldline?</p> <p>23 A. Regional accounts.</p> <p>24 Q. And what were your</p>
<p>1 employment after Hunt International?</p> <p>2 A. FoxMeyer.</p> <p>3 Q. And what were your 4 responsibilities at FoxMeyer Drug 5 Company?</p> <p>6 A. So my last role was in 7 national accounts, sort of an internal 8 administrative role.</p> <p>9 Q. You had a prior position of 10 some kind?</p> <p>11 A. I was on the conversion 12 team.</p> <p>13 Q. What were your 14 responsibilities?</p> <p>15 A. I trained employees at 16 companies that FoxMeyer had acquired.</p> <p>17 Q. And then when you became -- 18 I guess, when you assumed the role in 19 national accounts, what were your 20 responsibilities?</p> <p>21 A. I was the internal nonsales 22 liaison with our larger chain customers.</p> <p>23 Q. By "chain," what are you 24 referring to?</p>	<p>1 responsibilities?</p> <p>2 A. I called on smaller regional 3 chains in the South.</p> <p>4 Q. Are these pharmacy chains 5 that you called on?</p> <p>6 A. Pharmacy chains, also 7 wholesalers.</p> <p>8 Q. Then it says you were a 9 sales manager after that?</p> <p>10 A. Correct.</p> <p>11 Q. And what was in that -- what 12 were the responsibilities for that 13 position?</p> <p>14 A. I managed a small team of 15 salespeople that called on independent 16 drug stores.</p> <p>17 Q. Was that throughout the 18 United States?</p> <p>19 A. In the Western United 20 States.</p> <p>21 Q. It says the next position 22 you held was national accounts, right?</p> <p>23 A. Correct.</p> <p>24 Q. And what were your</p>
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<p>1 responsibilities for that?</p> <p>2 A. So I had -- I called on</p> <p>3 larger customers, both chains and</p> <p>4 wholesalers.</p> <p>5 Q. And what chains did you call</p> <p>6 on?</p> <p>7 A. So I had Kroger. Most of</p> <p>8 them are out of business. Walmart.</p> <p>9 Kmart.</p> <p>10 That's all I can remember at</p> <p>11 this point.</p> <p>12 Q. What wholesalers did you</p> <p>13 call on?</p> <p>14 A. Bergen, FoxMeyer, Finley</p> <p>15 Western. That's all I can remember.</p> <p>16 Q. You left that position -- or</p> <p>17 that employment with Goldline in May of</p> <p>18 1998, correct?</p> <p>19 A. Correct.</p> <p>20 Q. It says your next job was</p> <p>21 with AmerisourceBergen?</p> <p>22 A. No, it was with Bergen</p> <p>23 Brunswig.</p> <p>24 Q. It says on your bio, or your</p>	<p>1 Walsh Healthcare Solutions, right?</p> <p>2 A. Correct.</p> <p>3 Q. And it says directed --</p> <p>4 strike that -- it says, Director, branded</p> <p>5 Rx?</p> <p>6 A. Correct.</p> <p>7 Q. What were your</p> <p>8 responsibilities?</p> <p>9 A. I negotiated and managed</p> <p>10 distribution agreements with branded</p> <p>11 pharmaceutical companies.</p> <p>12 Q. I'm not familiar with Walsh</p> <p>13 Healthcare Solutions.</p> <p>14 What is that?</p> <p>15 A. They are a regional</p> <p>16 wholesaler that has since been acquired.</p> <p>17 Q. It says you had that</p> <p>18 position for -- from January 2002 to May</p> <p>19 2004, correct?</p> <p>20 A. Correct.</p> <p>21 Q. And what was your leaving --</p> <p>22 reason for leaving that job?</p> <p>23 A. They were acquired by</p> <p>24 another company, and the corporate office</p>
<p>1 profile, that it was AmerisourceBergen.</p> <p>2 But AmerisourceBergen didn't</p> <p>3 exist yet; is that right?</p> <p>4 A. Right. It says, Formerly</p> <p>5 Bergen Brunswig.</p> <p>6 Q. And it says your position</p> <p>7 was as health systems account manager; is</p> <p>8 that right?</p> <p>9 A. Correct.</p> <p>10 Q. And what were your</p> <p>11 responsibilities?</p> <p>12 A. I called on hospital</p> <p>13 pharmacies in the North Texas area.</p> <p>14 Q. And you held that position</p> <p>15 until January 2002?</p> <p>16 A. Correct.</p> <p>17 Q. And that was the position</p> <p>18 you held the entire time?</p> <p>19 A. Correct.</p> <p>20 Q. What were your -- what was</p> <p>21 your reason for leaving that position?</p> <p>22 A. I had a better job</p> <p>23 opportunity.</p> <p>24 Q. Your next position was at</p>	<p>1 was moved somewhere else.</p> <p>2 Q. Okay. So I do have it right</p> <p>3 that you then went on to F. Dohmen,</p> <p>4 Dohmen Distribution Partners?</p> <p>5 A. Correct.</p> <p>6 Q. And what is that company?</p> <p>7 A. It's another regional</p> <p>8 wholesaler distributor.</p> <p>9 Q. It says you were a director,</p> <p>10 branded Rx, right?</p> <p>11 A. Right.</p> <p>12 Q. What were your</p> <p>13 responsibilities?</p> <p>14 A. Managing the distribution</p> <p>15 agreements with branded manufacturers.</p> <p>16 Q. Just so that we understand</p> <p>17 clearly for the record, you mentioned</p> <p>18 distribution agreements with regard to</p> <p>19 Walsh Healthcare also.</p> <p>20 What is a distribution</p> <p>21 agreement, as you're using it?</p> <p>22 A. Distribution agreement</p> <p>23 memorializes the terms and conditions</p> <p>24 between the wholesaler distributor and</p>

<p style="text-align: right;">Page 26</p> <p>1 the manufacturer, such as payment days 2 for invoices. 3 Q. What do you mean by "payment 4 days for invoices"?</p> <p>5 A. Like, the terms of doing 6 business together, when the invoice is 7 going to be due.</p> <p>8 Q. Okay. You held that 9 position until June 2006; is that 10 correct?</p> <p>11 A. Correct.</p> <p>12 Q. And your next job was at 13 Cardinal, correct?</p> <p>14 A. Correct.</p> <p>15 Q. There you were the director 16 of pharmaceutical strategic sourcing, 17 correct?</p> <p>18 A. Correct.</p> <p>19 Q. And what was your 20 responsibilities?</p> <p>21 A. To manage distribution 22 agreements with branded manufacturers.</p> <p>23 Q. And what branded 24 manufacturers were you dealing with?</p>	<p style="text-align: right;">Page 28</p> <p>1 A. Yes. 2 Q. Did you work on any aspect 3 of the distribution of the drugs to 4 pharmacies in your job at Cardinal?</p> <p>5 A. No.</p> <p>6 Q. You left in July 2008, 7 correct?</p> <p>8 A. Correct.</p> <p>9 Q. Why did you leave?</p> <p>10 A. A big reorganization, in 11 which my level was eliminated.</p> <p>12 Q. It says your next position 13 was at AmerisourceBergen; is that 14 correct?</p> <p>15 A. Correct.</p> <p>16 Q. Was it always 17 AmerisourceBergen in the time that you've 18 worked there?</p> <p>19 A. Yes.</p> <p>20 Q. And it says that you were 21 first the director of branded Rx; is that 22 correct?</p> <p>23 A. Correct.</p> <p>24 Q. What were your</p>
<p style="text-align: right;">Page 27</p> <p>1 A. At that company, I had -- 2 not all of them, so -- let's see. 3 I recall having AstraZeneca, 4 Eisai, Biogen.</p> <p>5 Q. You're using that term again 6 "distribution agreements."</p> <p>7 What these things were you 8 were negotiating, was that materially 9 different than you had already been doing 10 in your other positions you had held with 11 other companies?</p> <p>12 A. No.</p> <p>13 Q. So what we're talking about 14 is the distribution of pharmaceutical 15 products to pharmacies, right?</p> <p>16 A. No.</p> <p>17 Q. So who are you 18 distributing -- strike that.</p> <p>19 Who are the agreements with?</p> <p>20 A. The agreements are with the 21 manufacturer.</p> <p>22 Q. So it's the drug 23 manufacturer, and they are selling drugs 24 to the distributor; is that right?</p>	<p style="text-align: right;">Page 29</p> <p>1 responsibilities?</p> <p>2 A. Distribution agreements with 3 branded manufacturers.</p> <p>4 Q. Which specific manufacturers 5 were you working with?</p> <p>6 A. I had Bristol-Myers Squibb, 7 Johnson & Johnson, Sanofi-Aventis.</p> <p>8 Q. So in that position, working 9 with those particular manufacturers, what 10 did you do in the negotiation with them?</p> <p>11 A. For the distribution 12 agreement?</p> <p>13 Q. Yes, ma'am.</p> <p>14 A. Part of it was -- part of a 15 distribution agreement involves, you 16 know, terms and conditions. It could 17 involve how recalls and returns are 18 handled, deductions.</p> <p>19 Things that happen in the 20 course of those transactions between -- 21 business transactions between the 22 manufacturer and the wholesale 23 distributor.</p> <p>24 Q. So it's not strictly limited</p>

<p style="text-align: right;">Page 30</p> <p>1 to the negotiation of the terms of the 2 distribution agreement; is that right? 3 MR. SUDDATH: Objection to 4 the form. 5 THE WITNESS: Those would be 6 in the distribution agreement.</p> <p>7 BY MR. SIMMER:</p> <p>8 Q. I guess I'm trying to 9 understand is, all you did was negotiate 10 an agreement.</p> <p>11 And once that agreement was 12 signed, were your responsibilities done?</p> <p>13 A. No. In that role, we would 14 be kind of the point of contact for the 15 manufacturer, if there were any issues 16 related to the performance of those 17 things that were called out in the 18 distribution agreement.</p> <p>19 Q. So whose agreement is it 20 that you're negotiating from? Is it the 21 AmerisourceBergen agreement? Or is it 22 the drug company's agreement that you're 23 working off of?</p> <p>24 A. It will differ depending on</p>	<p style="text-align: right;">Page 32</p> <p>1 then somebody at the VP level would sign. 2 Q. I may have missed this, did 3 you tell us what companies you had 4 responsibility for?</p> <p>5 A. I did. I mentioned some of 6 the companies, Eisai, BMS, 7 Sanofi-Aventis, J&J.</p> <p>8 Q. Eisai, you'd better spell 9 that for the record.</p> <p>10 A. E-I-S-A-I.</p> <p>11 Q. Did you have responsibility 12 for any controlled substances?</p> <p>13 A. I didn't have responsibility 14 for any products.</p> <p>15 Q. So the agreements, that 16 would have covered a distribution of drug 17 products, right?</p> <p>18 A. It would have -- they cover 19 the transactional how you do business 20 together, for when the wholesaler is 21 purchasing the product.</p> <p>22 Q. And in that case, 23 AmerisourceBergen is purchasing the 24 product, right?</p>
<p style="text-align: right;">Page 31</p> <p>1 the manufacturer. Many times, it was 2 AmerisourceBergen's-authored agreement 3 template and sometimes it was the 4 manufacturer's.</p> <p>5 Q. With respect to the actual 6 terms and conditions, if it was an 7 AmerisourceBergen agreement, did those 8 terms and conditions ever get changed in 9 the agreement that you were negotiating?</p> <p>10 A. They could.</p> <p>11 Q. Did you have signatory 12 authority on those agreements?</p> <p>13 A. I did not.</p> <p>14 Q. Who has signatory authority?</p> <p>15 A. Somebody at the VP level.</p> <p>16 Q. So you would workup the 17 agreement, the terms and conditions, and 18 whatever it was with the particular 19 company, and somebody else, then, signed 20 off on it?</p> <p>21 A. Right. There would be 22 multiple people involved in working 23 through the agreement. Other departments 24 that were impacted by the agreement. And</p>	<p style="text-align: right;">Page 33</p> <p>1 A. Correct.</p> <p>2 Q. My question is, those 3 products that were subject to this 4 agreement, or to that negotiation, were 5 any of them controlled substances?</p> <p>6 MR. SUDDATH: Objection to 7 form.</p> <p>8 THE WITNESS: For the 9 agreements that I managed the 10 negotiation for, I don't know if 11 any of them -- I don't recall if 12 any of them were controlled 13 substances.</p> <p>14 BY MR. SIMMER:</p> <p>15 Q. How many total manufacturers 16 are you responsible for? You've only 17 mentioned three.</p> <p>18 A. I probably had 50, would be 19 the most that I had.</p> <p>20 Q. So when you have 21 responsibility for a particular 22 manufacturer, you're responsible for all 23 that manufacturer's drugs and the 24 negotiations on behalf of</p>

1 AmerisourceBergen; isn't that right? 2 MR. SUDDATH: Objection to 3 form. 4 THE WITNESS: The drugs 5 aren't called out in the 6 agreement. It's -- what's in the 7 agreement is the business -- the 8 transactions that we're doing with 9 the manufacturer. It's not 10 specific to product. 11 BY MR. SIMMER: 12 Q. And what are the 13 transactions you're doing with the 14 manufacturers that are called out? 15 A. Placing orders, being 16 invoiced, paying bills, chargebacks, 17 returns, data that they -- that they get. 18 Q. So this has to do with all 19 the transactions for the drug products 20 that are being purchased from the 21 manufacturer, right? 22 A. Yes, it would -- yes. 23 Q. Again, just to be clear, in 24 those negotiations you have with the	Page 34 1 form. 2 THE WITNESS: Janssen is not 3 a company name that we contracted 4 with. 5 BY MR. SIMMER: 6 Q. So if they had controlled 7 substances products that are specific as 8 to Janssen, that's not something that you 9 would know anything about? 10 A. No. 11 Q. It says your next position 12 at AmerisourceBergen was as senior 13 director, marketing and operations, 14 correct? 15 A. Correct. 16 Q. Is that a different function 17 than you'd been performing before? 18 A. It is. 19 Q. And how does it differ? 20 A. It doesn't involve 21 negotiating distribution agreements. 22 It's 50 percent operational and 50 23 percent more on the, like, educational 24 awareness product side.
1 manufacturer, say, Johnson & Johnson, 2 were there some drug products that you 3 were not responsible for? 4 A. The agreements didn't call 5 out the products. 6 Q. Again, I'm trying to 7 understand. 8 So this negotiation for all 9 of the transactions related to Johnson & 10 Johnson, were there any drug products 11 that Johnson & Johnson sells that you did 12 not actually have responsibility for? 13 MR. SUDDATH: Objection to 14 form. 15 THE WITNESS: I don't know, 16 because I don't know everything 17 that Johnson & Johnson sells. So 18 I don't know if it covered all 19 their products or not. 20 BY MR. SIMMER: 21 Q. Did you have the 22 responsibility for their division 23 Janssen? 24 MR. SUDDATH: Objection to	Page 35 1 manufacturer, say, Johnson & Johnson, 2 were there some drug products that you 3 were not responsible for? 4 A. The agreements didn't call 5 out the products. 6 Q. Again, I'm trying to 7 understand. 8 So this negotiation for all 9 of the transactions related to Johnson & 10 Johnson, were there any drug products 11 that Johnson & Johnson sells that you did 12 not actually have responsibility for? 13 MR. SUDDATH: Objection to 14 form. 15 THE WITNESS: I don't know, 16 because I don't know everything 17 that Johnson & Johnson sells. So 18 I don't know if it covered all 19 their products or not. 20 BY MR. SIMMER: 21 Q. Did you have the 22 responsibility for their division 23 Janssen? 24 MR. SUDDATH: Objection to

<p style="text-align: right;">Page 38</p> <p>1 BY MR. SIMMER:</p> <p>2 Q. Okay. Does that also</p> <p>3 include a distribution agreement?</p> <p>4 A. Yes. But that was not my</p> <p>5 responsibility. That is not my</p> <p>6 responsibility.</p> <p>7 Q. Okay. It's a little</p> <p>8 confusing. You said, yes, but you didn't</p> <p>9 have responsibility for it.</p> <p>10 What responsibility did you</p> <p>11 have for the distribution agreement for</p> <p>12 this new supplier?</p> <p>13 A. The new supplier receives a</p> <p>14 packet from us with instructions on</p> <p>15 everything that we're going to require in</p> <p>16 order to be able to do business with</p> <p>17 them.</p> <p>18 One of those things is the</p> <p>19 distribution agreement. However, my team</p> <p>20 in the operations side of my job doesn't</p> <p>21 negotiate those agreements. That would</p> <p>22 be the people in my old role.</p> <p>23 Q. So what is the actual</p> <p>24 department that you're a part of in this</p>	<p style="text-align: right;">Page 40</p> <p>1 you're a manager of some individuals</p> <p>2 under you?</p> <p>3 A. On the operations role, Kim</p> <p>4 Hamlin.</p> <p>5 Q. I think you told us how to</p> <p>6 spell her name earlier.</p> <p>7 A. Yes.</p> <p>8 Q. And what is her title?</p> <p>9 A. Manager of operations.</p> <p>10 Q. This position, in terms of</p> <p>11 operations, is that strictly with regard</p> <p>12 to new suppliers who are trying to</p> <p>13 commercialize a new drug product?</p> <p>14 A. And new items, are the</p> <p>15 primary --</p> <p>16 Q. So it could be a situation</p> <p>17 where a drug company that -- is an</p> <p>18 existing drug company, but they're</p> <p>19 launching a new drug; is that right?</p> <p>20 A. Correct.</p> <p>21 Q. Okay. What are some</p> <p>22 controlled substances that you've had the</p> <p>23 responsibility for in this operations</p> <p>24 position, either a new supplier who's</p>
<p style="text-align: right;">Page 39</p> <p>1 position of senior director, marketing</p> <p>2 and operations?</p> <p>3 A. Strategic global sourcing.</p> <p>4 Q. And who is the head of</p> <p>5 strategic global sourcing?</p> <p>6 A. Akin Odutola.</p> <p>7 Q. Can you spell that, please?</p> <p>8 A. O-D-O -- it would be bad if</p> <p>9 I got this wrong -- T-O -- no.</p> <p>10 O-D-U-T-O-L-A. Akin, A-K-I-N.</p> <p>11 Q. And that's the person you</p> <p>12 report to?</p> <p>13 A. No, he's the head of</p> <p>14 strategic global sourcing.</p> <p>15 Q. Who do you report to?</p> <p>16 A. Brian Dimaio, D-I-M-A-I-O.</p> <p>17 Q. And what's his title?</p> <p>18 A. Senior director of business</p> <p>19 insights.</p> <p>20 Q. A moment ago, you were</p> <p>21 referring to people that worked with you</p> <p>22 on this operations function you're</p> <p>23 talking about.</p> <p>24 Do I take it, then, that</p>	<p style="text-align: right;">Page 41</p> <p>1 commercializing a new product or an</p> <p>2 existing supplier that is launching a new</p> <p>3 product?</p> <p>4 MR. SUDDATH: Objection to</p> <p>5 form.</p> <p>6 THE WITNESS: I guess -- I</p> <p>7 don't know. I can't think of a --</p> <p>8 a brand new supplier, probably</p> <p>9 BDSI, Bio -- BioDelivery Services,</p> <p>10 Inc.</p> <p>11 BY MR. SIMMER:</p> <p>12 Q. And they had an opioid</p> <p>13 product?</p> <p>14 A. They had a C-II for the</p> <p>15 treatment of opioid addiction.</p> <p>16 Q. What was the name of that</p> <p>17 product?</p> <p>18 A. Bunavail, B-U-N-A-V-A-I-L.</p> <p>19 Q. Were there other new</p> <p>20 suppliers that were launching opioid</p> <p>21 products where you had responsibility?</p> <p>22 A. I don't recall.</p> <p>23 Q. How about Insys?</p> <p>24 A. Insys.</p>

<p style="text-align: right;">Page 42</p> <p>1 Q. I-N-S-Y-S. 2 A. I don't recall if they were 3 set up as a new supplier when I was in -- 4 since I've been in that operations role. 5 Q. What about with regard to 6 existing drug companies that were 7 launching new products, are there any 8 opioids that you can think of that you 9 had responsibility for with regard to 10 operations? 11 A. Not that I can think of, no. 12 Q. You said the other half of 13 your job had to do with marketing; is 14 that correct? 15 MR. SUDDATH: Objection to 16 form. 17 THE WITNESS: Educational 18 product awareness campaigns, 19 correct. 20 BY MR. SIMMER: 21 Q. And what do you do in that 22 position, in terms of educational product 23 awareness campaigns? 24 A. We present to the</p>	<p style="text-align: right;">Page 44</p> <p>1 message your customers. Let me break 2 that down a bit. 3 What do you mean by 4 "capabilities"? 5 A. Types of communication 6 vehicles. 7 Q. I thought I would get 8 clarity when you answered the question 9 and now I'm more confused. 10 What do you mean by "types 11 of communication vehicles"? 12 A. It could be e-mail. It 13 could be a phone call. It could be a 14 direct mail piece. 15 Those would be examples of 16 types of communication vehicles. 17 Q. So are we talking about ways 18 that you could communicate, with your 19 customers, information about the specific 20 drug products? 21 A. It would be communicating 22 specific messages about certain products. 23 Q. What do you mean by 24 "specific messages"?</p>
<p style="text-align: right;">Page 43</p> <p>1 manufacturers our capabilities for 2 helping message our customers around 3 their -- the educational messaging that 4 they've -- that they have internally 5 approved. 6 Q. We'll go through this in a 7 minute. 8 But these are services that 9 AmerisourceBergen sells to drug 10 manufacturers; is that right? 11 A. That we sell to our 12 suppliers, right. 13 Q. Okay. So you don't sell 14 these to drug manufacturers? 15 A. Some of these companies have 16 the marketing rights to the products, 17 they are not necessarily the 18 manufacturer. 19 Q. What are some examples of 20 some companies that have marketing rights 21 but are not necessarily the manufacturer? 22 A. I don't recall. 23 Q. You also said that you 24 present your capabilities for helping</p>	<p style="text-align: right;">Page 45</p> <p>1 A. Well, we wouldn't be just 2 talking about the product in general. 3 These would be documents that were 4 authored by the supplier, and had gone 5 through their internal approval process, 6 that they want our customers to see that 7 educational information. 8 Q. You've referred several 9 times in your answers to "customers." 10 Who do you consider to be 11 your customers that you're talking about 12 here? 13 A. AmerisourceBergen's 14 customers? 15 Q. Yes, ma'am. 16 A. All of the -- I mean, 17 there's a lot of customers. 18 Chain pharmacy, independent 19 pharmacy, hospitals. 20 Q. Hospital pharmacies? 21 A. Right. 22 Q. Good Neighbor Pharmacy, 23 that's the network that AmerisourceBergen 24 owns, correct?</p>

	Page 46		Page 48
1	A. Yes. They're --	1	form.
2	MR. SUDDATH: Go ahead.	2	THE WITNESS: The people
3	THE WITNESS: They're	3	that managed the distribution
4	independent pharmacies, they're	4	agreements may have done just a
5	not owned.	5	little, off the side of their
6	BY MR. SIMMER:	6	desk.
7	Q. But the network itself is	7	But other wholesalers do the
8	something that AmerisourceBergen set up	8	product promotion, do the
9	and is proprietary to it, right?	9	educational and product awareness
10	A. I don't --	10	campaigns quite robustly. So we
11	MR. SUDDATH: Object to the	11	finally, you know, started that
12	form.	12	position.
13	THE WITNESS: And I don't	13	BY MR. SIMMER:
14	work for GNP and I don't work for	14	Q. Let me make sure I
15	Drug Corp, so I can't really talk	15	understand.
16	about GNP.	16	So you say "other
17	BY MR. SIMMER:	17	wholesalers" began doing that.
18	Q. But that's an example of a	18	Who are you referring to?
19	customer that you would be communicating	19	A. I'm sorry, you have to
20	with on behalf of these suppliers, right?	20	repeat the question again.
21	MR. SUDDATH: Objection to	21	Q. You said that "other
22	form.	22	wholesalers" were doing this quite
23	THE WITNESS: Could be, but	23	robustly.
24	not necessarily.	24	Who are you referring to?
	Page 47		Page 49
1	BY MR. SIMMER:	1	A. Cardinal. Since I worked
2	Q. So what we're talking about	2	there, I knew they had a department like
3	here, in terms of the marketing function	3	that.
4	that you have been performing on behalf	4	Q. Who else?
5	of AmerisourceBergen, when did you start	5	A. I hadn't worked for any
6	doing that?	6	other wholesaler, so.
7	MR. SUDDATH: Objection.	7	Q. Just Cardinal, then?
8	Form.	8	A. Is the only one that I
9	THE WITNESS: So I moved	9	worked for that I know of, yes.
10	into that role for working with	10	Q. Do you have P&L
11	manufacturers on educational and	11	responsibility for either of these
12	product awareness approximately	12	functions, either in marketing and/or
13	four years ago.	13	operations?
14	BY MR. SIMMER:	14	A. I do not.
15	Q. Is that something the	15	MR. SUDDATH: Objection to
16	company had been doing before you assumed	16	form.
17	that position?	17	BY MR. SIMMER:
18	A. No.	18	Q. And I cannot pronounce his
19	Q. So this is a new position?	19	name again -- but is there P&L
20	A. Correct.	20	responsibility for anyone in your
21	Q. So the company hadn't been	21	division for this, either the marketing
22	doing this kind of marketing to suppliers	22	or the operations function?
23	before you took this position?	23	MR. SUDDATH: Objection to
24	MR. SUDDATH: Objection to	24	form.

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<p>1 THE WITNESS: No, it's not 2 called out as a separate line on 3 the P&L of Akin Odutola.</p> <p>4 BY MR. SIMMER:</p> <p>5 Q. So where does the -- for 6 example, the marketing, which is a 7 service, a set of services that are sold 8 to suppliers, where does that show up in 9 the company's profit and loss statements?</p> <p>10 MR. SUDDATH: Objection to 11 form.</p> <p>12 THE WITNESS: I have no 13 idea.</p> <p>14 BY MR. SIMMER:</p> <p>15 Q. Do you have budget 16 responsibilities?</p> <p>17 A. No.</p> <p>18 Q. How much money does the 19 company make, on average, annually in 20 this marketing function you're 21 performing?</p> <p>22 MR. SUDDATH: Objection to 23 form.</p> <p>24 THE WITNESS: The revenue of</p>	<p>1 A. I do not know. I don't work 2 on the generic side. 3 - - - 4 (Whereupon, 5 AmerisourceBergen-Weber Exhibit-2, 6 ABDCMDL00319748-753, was marked 7 for identification.) 8 - - - 9 (Whereupon, 10 AmerisourceBergen-Weber Exhibit-3, 11 ABDCMDL00319756-807, was marked 12 for identification.) 13 - - - 14 BY MR. SIMMER: 15 Q. I'm going to hand you two 16 exhibits. The first one that we've 17 marked as Weber Exhibit-2, and the second 18 one as Weber Exhibit-3. 19 And I'll identify them for 20 the record as you review those. The 21 first exhibit is an e-mail, e-mail 22 string, Bates labeled ABDCMDL00319748 23 through 00319753. And the second is a 24 document -- actually, it was attached to</p>
<p>1 that I track in fiscal '18 was 2 about -- close to \$1 million.</p> <p>3 BY MR. SIMMER:</p> <p>4 Q. So that's the sum total of 5 every marketing item that ran through 6 your function; is that correct?</p> <p>7 MR. SUDDATH: Objection to 8 form.</p> <p>9 THE WITNESS: To the best of 10 my knowledge, that's the number 11 for the educational and product 12 awareness campaigns that my team 13 performed.</p> <p>14 BY MR. SIMMER:</p> <p>15 Q. I'm just trying to 16 establish, there's no other person that's 17 doing something similar in that there 18 would be another way that this revenue is 19 coming in, other than what you all are 20 doing.</p> <p>21 A. For branded manufacturers, 22 that is correct.</p> <p>23 Q. Is there a similar function 24 for generic manufacturers?</p>	<p>1 this, we're marking as a separate 2 exhibit, ABDCMDL00319756 through 319807. 3 And the e-mail string, I'm 4 only going to use it just for 5 identification purposes to establish the 6 fact the attachment came with it. And 7 I'll show your name in it. 8 So feel free to look at the 9 entire e-mail string, but there's nothing 10 else I'm going to be asking you about in 11 it. 12 So then I'm going to ask you 13 some questions about the attachment, this 14 PowerPoint presentation.</p> <p>15 A. I'm sorry, you're not going 16 to ask me any questions about the e-mail?</p> <p>17 Q. No, not really. I just want 18 to point your name out as being someone 19 who -- I guess, you appear at the end of 20 the e-mail string. 21 I just want to establish 22 that this is a document that you would 23 have had access to before.</p> <p>24 A. Understood.</p>
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<p style="text-align: right;">Page 54</p> <p>1 Q. I just want to direct your 2 attention to the e-mail string. This is 3 dated June 4th, 2015 from Rick 4 Aloi@bellsouth.net to Kim Hamlin and you, 5 and the subject line is Re Beach product 6 launch.</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Do you know who Beach is?</p> <p>10 A. No, I don't.</p> <p>11 Q. You see in the attachment it 12 says, Zamicet mailer final.</p> <p>13 Do you know what that's in 14 reference to?</p> <p>15 A. Just from what I've read 16 from here I do, yeah.</p> <p>17 Q. What's your understanding, 18 based on what you've read here?</p> <p>19 A. I don't understand -- I 20 don't know what your question is.</p> <p>21 Q. I asked you if you 22 understood what the Zamicet mailer final 23 was, and you said you did based on having 24 read this.</p>	<p style="text-align: right;">Page 56</p> <p>1 the various communication campaigns we 2 had for their educational and awareness 3 materials.</p> <p>4 Q. So when you talked about 5 communications that AmerisourceBergen 6 could do to its customers earlier, is 7 that what you're talking about here, is 8 the communications campaigns?</p> <p>9 A. Correct.</p> <p>10 Q. And you see on the front of 11 this, it says, May 2015?</p> <p>12 A. Yes.</p> <p>13 Q. In your answer a moment ago, 14 you seemed to indicate that this has 15 changed since then.</p> <p>16 How has it changed?</p> <p>17 A. It's just like any document 18 gets tweaked over time, as -- you know, 19 so this particular one no longer 20 separates health systems from retail.</p> <p>21 Q. These are still services 22 that you offer to suppliers, right?</p> <p>23 MR. SUDDATH: Objection. 24 Form.</p>
<p style="text-align: right;">Page 55</p> <p>1 So I'm trying to understand 2 what your understanding is.</p> <p>3 A. I mean, I understand what 4 this e-mail says. I'm not familiar with 5 Zamicet or their mailer.</p> <p>6 Q. Do you recall having the 7 situation where there was, apparently, a 8 supplier and/or a drug company that was 9 launching a product, Zamicet?</p> <p>10 A. No, I do not recall.</p> <p>11 Q. You see also where it says, 12 Final product promotion services, in the 13 attachment line?</p> <p>14 A. Yes.</p> <p>15 Q. And if I can direct your 16 attention to the next exhibit.</p> <p>17 Are you familiar with this 18 PowerPoint slide presentation, product 19 promotion services?</p> <p>20 A. Yes, I am.</p> <p>21 Q. And what is this document?</p> <p>22 A. This is a document that we, 23 at that time, we were presenting to 24 manufacturers as a visual to talk about</p>	<p style="text-align: right;">Page 57</p> <p>1 THE WITNESS: I don't know. 2 I'd have to look at it to see if 3 what we do today is -- for 4 educational campaigns is any 5 different than what's in this 6 document.</p> <p>7 BY MR. SIMMER:</p> <p>8 Q. I'm just speaking generally 9 about educational campaigns; the company 10 still offers educational campaigns to 11 suppliers, right?</p> <p>12 A. Correct.</p> <p>13 Q. So in the suite of services 14 that are available to suppliers, I take 15 it that's changed over time?</p> <p>16 A. Yes.</p> <p>17 Q. There's some services that 18 you've added to the suite of services 19 that you offer to suppliers?</p> <p>20 A. Yes.</p> <p>21 Q. And some that you don't 22 offer any longer, right?</p> <p>23 A. Yes.</p> <p>24 Q. But the basic concept is,</p>

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<p>1 you're still offering these educational 2 services on behalf of suppliers, right? 3 MR. SUDDATH: Objection. 4 Form.</p> <p>5 THE WITNESS: We offer the 6 manufacturers the opportunity to 7 reach our customers, with their 8 educational materials, through 9 these different kind of campaigns, 10 yes.</p> <p>11 BY MR. SIMMER:</p> <p>12 Q. So let me make sure I 13 understand the educational campaign 14 services that AmerisourceBergen offers.</p> <p>15 Who controls the content 16 that's provided to your customers?</p> <p>17 A. The manufacturer. The 18 supplier.</p> <p>19 Q. You answered two different 20 things. I thought you had corrected me 21 earlier and said that it had to be the 22 supplier.</p> <p>23 So can you clarify your 24 answer this time?</p>	<p>1 And you have an 2 understanding of what this means, right? 3 A. Yes. 4 Q. Did you have a hand in 5 preparing this presentation? 6 A. Yes. 7 Q. You were head of the 8 department that does this work, right? 9 MR. SUDDATH: Objection to 10 form.</p> <p>11 THE WITNESS: We would have 12 put this together, but we would 13 have not been the final approvers 14 of it.</p> <p>15 BY MR. SIMMER:</p> <p>16 Q. I'm just trying to 17 understand that this language is language 18 you're familiar with, right?</p> <p>19 A. Yes.</p> <p>20 Q. What do you mean by "product 21 awareness"?</p> <p>22 A. It's meant to be a general 23 statement of product awareness, what -- 24 depending on what -- depending on what</p>
<p>1 Is it the manufacturer that 2 controls the content or is it the 3 supplier?</p> <p>4 A. It's the supplier.</p> <p>5 Q. And in some instances, they 6 are the same entity, right?</p> <p>7 A. Correct.</p> <p>8 Q. Some instances not, because 9 I think you said that there are companies 10 that have the marketing rights that are 11 not necessarily the supplier, right -- 12 not necessarily the manufacturer, right?</p> <p>13 A. Correct.</p> <p>14 Q. So in the second slide of 15 this presentation, I'm talking Bates 16 ending 319757, do you see where you say 17 here, Increase product awareness and 18 engagement through effective marketing 19 programs that leverage our knowledge, 20 reach and partnership?</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. I want to make sure I 24 understand what the meaning of this is.</p>	<p>1 the goal of the manufacturer was, 2 clinical, or whatever.</p> <p>3 Q. You're not saying there that 4 AmerisourceBergen actually is the one -- 5 is the author of that particular piece in 6 terms of bringing awareness to a product, 7 right?</p> <p>8 MR. SUDDATH: Objection to 9 form.</p> <p>10 THE WITNESS: The material 11 is authored by the supplier, not 12 by AmerisourceBergen.</p> <p>13 BY MR. SIMMER:</p> <p>14 Q. What do you mean by 15 "engagement"?</p> <p>16 MR. SUDDATH: Objection to 17 form.</p> <p>18 THE WITNESS: I don't know. 19 I mean -- no, I don't really know 20 what that means.</p> <p>21 I'd have to think about 22 that. It's a marketing fluffy 23 word.</p> <p>24 BY MR. SIMMER:</p>

<p style="text-align: right;">Page 62</p> <p>1 Q. Sounds good, though? 2 A. It does. 3 Q. What do you mean by 4 "effective marketing program"? 5 MR. SUDDATH: Objection to 6 form. 7 THE WITNESS: This would 8 mean that if we say we're going to 9 accomplish something, you know, 10 reach a certain number of people, 11 that we actually can reach that 12 number. 13 BY MR. SIMMER: 14 Q. You go on to say that, 15 Leverage our knowledge, reach and 16 partnership. 17 What do you mean by that? 18 A. I don't -- 19 MR. SUDDATH: Objection to 20 form. 21 THE WITNESS: I don't know, 22 because that's not -- those aren't 23 my words. That's an 24 AmerisourceBergen slogan. So --</p>	<p style="text-align: right;">Page 64</p> <p>1 talking about, what does 2 AmerisourceBergen do to ensure that the 3 manufacturer's advertisements meet FDA 4 marketing requirements? 5 MR. SUDDATH: Objection to 6 form. 7 THE WITNESS: 8 AmerisourceBergen doesn't have FDA 9 marketing requirements. The 10 material comes from the 11 manufacturer, from the supplier. 12 BY MR. SIMMER: 13 Q. That wasn't my question. 14 I asked what 15 AmerisourceBergen does to make sure that 16 the marketing materials that you are 17 handing on to your customers have met FDA 18 marketing requirements? 19 MR. SUDDATH: Objection to 20 form. 21 THE WITNESS: I have no 22 knowledge about FDA marketing 23 requirements, so I can't answer 24 that.</p>
<p style="text-align: right;">Page 63</p> <p>1 BY MR. SIMMER: 2 Q. AmerisourceBergen has a 3 slogan that's like that? 4 A. Well, I shouldn't say 5 slogan. 6 That language came from 7 corporate marketing. So I can't speak to 8 what is meant by that. 9 Q. So there's no implication 10 intended here that AmerisourceBergen is 11 in any way bringing its knowledge, reach 12 and partnership to change the substance 13 of these marketing communications, is 14 there? 15 MR. SUDDATH: Objection to 16 form. 17 THE WITNESS: We don't 18 change the substance of a 19 supplier's -- no, we don't -- we 20 don't touch the content. That has 21 to be from the supplier. 22 BY MR. SIMMER: 23 Q. In the course of doing these 24 marketing campaigns that you've been</p>	<p style="text-align: right;">Page 65</p> <p>1 BY MR. SIMMER: 2 Q. Do you do -- do you have a 3 hand in the negotiation of the services 4 agreements that the company enters into 5 with the suppliers for these services? 6 A. For these services? 7 Q. Yes, ma'am. 8 A. Yes. 9 Q. What is your role in the 10 preparation of those service agreements? 11 A. Currently, it's an oversight 12 role. I have a manager that creates the 13 document. 14 Q. Who is that? 15 A. Sheila Rizzo. 16 Q. Do you know whether the 17 marketing materials that 18 AmerisourceBergen is communicating to its 19 customers have been submitted to the FDA 20 for review and approval? 21 MR. SUDDATH: Objection to 22 form. 23 THE WITNESS: I would not 24 know that.</p>

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<p>1 BY MR. SIMMER:</p> <p>2 Q. Do you know whether</p> <p>3 AmerisourceBergen offered these marketing</p> <p>4 programs for controlled substances?</p> <p>5 MR. SUDDATH: Objection to</p> <p>6 form.</p> <p>7 THE WITNESS: I'm sorry, ask</p> <p>8 me again. I -- I zoned out for a</p> <p>9 second.</p> <p>10 BY MR. SIMMER:</p> <p>11 Q. See, when he objects it</p> <p>12 throws you off, doesn't it?</p> <p>13 MR. SUDDATH: Just trying to</p> <p>14 make sure the record is accurate.</p> <p>15 MR. SIMMER: Trying to throw</p> <p>16 me off is what he's trying to do.</p> <p>17 BY MR. SIMMER:</p> <p>18 Q. Do you know whether</p> <p>19 AmerisourceBergen offered these marketing</p> <p>20 programs for controlled substances?</p> <p>21 MR. SUDDATH: Objection to</p> <p>22 form.</p> <p>23 THE WITNESS: No, I don't.</p> <p>24 I couldn't say they were</p>	<p>1 you're -- is this a good time for</p> <p>2 a break?</p> <p>3 MR. SIMMER: We'll take a</p> <p>4 break.</p> <p>5 VIDEO TECHNICIAN: Off the</p> <p>6 record. 3:39 p.m.</p> <p>7 - - -</p> <p>8 (Whereupon, a brief recess</p> <p>9 was taken.)</p> <p>10 - - -</p> <p>11 VIDEO TECHNICIAN: We're</p> <p>12 back on the record at 3:58 p.m.</p> <p>13 BY MR. SIMMER:</p> <p>14 Q. Ma'am, can I ask you to just</p> <p>15 take a look at some of the slides in this</p> <p>16 presentation?</p> <p>17 Could you look at the slide</p> <p>18 that says, Direct mail? And it's 319777.</p> <p>19 A. Okay.</p> <p>20 Q. We're on the same page?</p> <p>21 A. Yep.</p> <p>22 Q. I think this talks about a</p> <p>23 direct mail campaign that you would offer</p> <p>24 to suppliers, right?</p>
<p>1 specifically offered to them.</p> <p>2 BY MR. SIMMER:</p> <p>3 Q. So when you enter into one</p> <p>4 of these services agreements with a</p> <p>5 supplier, does the supplier come in and</p> <p>6 train your team about how they want to</p> <p>7 promote their products?</p> <p>8 MR. SUDDATH: Objection to</p> <p>9 form.</p> <p>10 THE WITNESS: No.</p> <p>11 BY MR. SIMMER:</p> <p>12 Q. Why don't you talk to us</p> <p>13 about the kinds of services that are</p> <p>14 offered in these agreements?</p> <p>15 A. E-mail, for example.</p> <p>16 What do you --</p> <p>17 Q. Beyond e-mail, what other</p> <p>18 services do you offer to the suppliers?</p> <p>19 A. Banner ads, telesales,</p> <p>20 direct mail, special delivery, invoice</p> <p>21 messaging, a couple of hardcopy</p> <p>22 publications.</p> <p>23 I think I got them all.</p> <p>24 MR. SUDDATH: Mr. Simmer, if</p>	<p>1 A. Correct.</p> <p>2 Q. So over on the right-hand it</p> <p>3 talks about value delivered; is that</p> <p>4 right?</p> <p>5 A. I see that.</p> <p>6 Q. And it says that -- and you</p> <p>7 can help me understand this, that first</p> <p>8 bullet, Over [REDACTED] active unique health</p> <p>9 systems accounts.</p> <p>10 What's that referring to?</p> <p>11 A. Hospitals.</p> <p>12 Q. Are those hospitals that</p> <p>13 AmerisourceBergen has as customers that</p> <p>14 it can contact on behalf of suppliers?</p> <p>15 A. Correct.</p> <p>16 Q. And it says, [REDACTED] active</p> <p>17 retail accounts.</p> <p>18 What's that in reference to?</p> <p>19 A. Retail accounts that</p> <p>20 AmerisourceBergen does business with.</p> <p>21 Q. And it involves [REDACTED]</p> <p>22 physician practice locations, correct?</p> <p>23 A. Correct.</p> <p>24 Q. Look at the -- two slides</p>
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<p>1 later, 319779.</p> <p>2 This has to do with e-mail</p> <p>3 blasts.</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. And over on the value</p> <p>7 delivered portion of this, do you see</p> <p>8 where that first bullet, it says, Over</p> <p>9 [REDACTED] active pharmacy e-mails and</p> <p>10 contacts?</p> <p>11 A. Yes.</p> <p>12 Q. What's that in reference to?</p> <p>13 A. The e-mail addresses that we</p> <p>14 have that we are able to send e-mails to</p> <p>15 those. They have not opted out.</p> <p>16 Q. And where it says, 8,896</p> <p>17 physician practices, what's that in</p> <p>18 reference to?</p> <p>19 A. That would be a number that</p> <p>20 we would have gotten from a business unit</p> <p>21 that distributes to physician practices.</p> <p>22 So I don't really know what that</p> <p>23 references.</p> <p>24 Q. Am I right, though, that it</p>	<p>Page 70</p> <p>1 supplier that you have an average e-mail</p> <p>2 open rate of 14 percent, right?</p> <p>3 MR. SUDDATH: Objection to</p> <p>4 form.</p> <p>5 THE WITNESS: Correct.</p> <p>6 BY MR. SIMMER:</p> <p>7 Q. Okay. Look two slides</p> <p>8 later, the slide ending 319781, Call</p> <p>9 campaign case study.</p> <p>10 Do you see that?</p> <p>11 A. I do.</p> <p>12 Q. And if I understand what's</p> <p>13 on this page, it is talking about a</p> <p>14 particular call campaign that you</p> <p>15 undertook for a supplier, right?</p> <p>16 MR. SUDDATH: Objection to</p> <p>17 form.</p> <p>18 THE WITNESS: I didn't do</p> <p>19 the call campaign, so I don't know</p> <p>20 anything about it other than what</p> <p>21 it says here.</p> <p>22 BY MR. SIMMER:</p> <p>23 Q. But that's what the slide</p> <p>24 says, right?</p>
<p>1 indicates how many physician practices</p> <p>2 that you're representing to suppliers</p> <p>3 that you have access to through your --</p> <p>4 through your e-mail blast, right?</p> <p>5 MR. SUDDATH: Objection to</p> <p>6 form.</p> <p>7 THE WITNESS: I don't know,</p> <p>8 because that number was just given</p> <p>9 to us.</p> <p>10 BY MR. SIMMER:</p> <p>11 Q. Okay. Where it says, at the</p> <p>12 last bullet, Average open rate of 14</p> <p>13 percent, what's that mean?</p> <p>14 MR. SUDDATH: Objection to</p> <p>15 form.</p> <p>16 THE WITNESS: So an open</p> <p>17 rate on an e-mail is -- refers to</p> <p>18 if the e-mail is opened by the</p> <p>19 recipient.</p> <p>20 BY MR. SIMMER:</p> <p>21 Q. So you're representing to a</p> <p>22 potential supplier -- or, excuse me --</p> <p>23 strike that.</p> <p>24 You're representing to a</p>	<p>Page 71</p> <p>1 A. That's what it says.</p> <p>2 Q. And it says, Product launch</p> <p>3 support in retail.</p> <p>4 What is that referring to?</p> <p>5 MR. SUDDATH: Objection to</p> <p>6 form.</p> <p>7 THE WITNESS: It would refer</p> <p>8 to a product that was new to the</p> <p>9 market, that was distributed to</p> <p>10 retail pharmacies for their</p> <p>11 patients.</p> <p>12 BY MR. SIMMER:</p> <p>13 Q. Okay. Do you know what</p> <p>14 particular product this is in reference</p> <p>15 to?</p> <p>16 A. I do not.</p> <p>17 Q. When it says, under</p> <p>18 objective, Increase product awareness and</p> <p>19 take orders prior to new product launch,</p> <p>20 those are the two objectives for this</p> <p>21 particular campaign; is that right?</p> <p>22 MR. SUDDATH: Objection to</p> <p>23 form.</p> <p>24 THE WITNESS: Again, I</p>

<p style="text-align: right;">Page 74</p> <p>1 didn't write this or do this 2 campaign. So I do not know, other 3 than I can read what it says.</p> <p>4 BY MR. SIMMER:</p> <p>5 Q. That's all you know, what it 6 says here, nothing beyond that?</p> <p>7 A. Nothing beyond that.</p> <p>8 Q. You would agree with me, 9 though, when it says, over in the 10 right-hand side, \$2 million preorder 11 sales generated in 17 days, in big print, 12 that's representing that your call 13 campaign had a hand in \$2 million of 14 preordered sales, right?</p> <p>15 MR. SUDDATH: Objection to 16 form.</p> <p>17 THE WITNESS: I don't know 18 the accuracy of that. I don't 19 know anything about it.</p> <p>20 BY MR. SIMMER:</p> <p>21 Q. Who prepared that slide?</p> <p>22 A. I do not know.</p> <p>23 Q. But this is something that 24 you and the folks working for you send to</p>	<p style="text-align: right;">Page 76</p> <p>1 MR. SUDDATH: Objection to 2 form.</p> <p>3 THE WITNESS: We use this 4 deck, yes.</p> <p>5 BY MR. SIMMER:</p> <p>6 Q. Turn to the section of the 7 slide deck, it's two pages back, where it 8 says, Good Neighbor Pharmacy. I'm just 9 looking at that slide.</p> <p>10 A. Yes.</p> <p>11 Q. I think, and I just want to 12 get a clear record, you understand what a 13 Good Neighbor Pharmacy is, right?</p> <p>14 A. I do.</p> <p>15 Q. You don't work for them, I 16 think that's what you represented 17 earlier, right?</p> <p>18 A. Correct.</p> <p>19 Q. But you have a familiarity 20 with what it is, right?</p> <p>21 A. A familiarity, yes.</p> <p>22 Q. So this section of your 23 slide presentation about your services, 24 your marketing services you're offering</p>
<p style="text-align: right;">Page 75</p> <p>1 prospective supplier customers, right?</p> <p>2 A. Correct -- no, not 3 customers.</p> <p>4 Q. Strike that.</p> <p>5 Suppliers that you're trying 6 to sell these services to, right?</p> <p>7 A. Correct.</p> <p>8 Q. You're not telling them 9 things that are false, are you?</p> <p>10 A. No.</p> <p>11 Q. So that's represented to be 12 a true statement, right?</p> <p>13 MR. SUDDATH: Objection to 14 form.</p> <p>15 THE WITNESS: I don't know. 16 I didn't do the campaign, and I 17 didn't put these words here. So I 18 would hope that it represents 19 truth, but I don't know.</p> <p>20 BY MR. SIMMER:</p> <p>21 Q. But it is your department 22 that sends this slide deck out to 23 suppliers and -- representing the kind of 24 services that you offer, right?</p>	<p style="text-align: right;">Page 77</p> <p>1 to suppliers, is talking about 2 Amerisource's ability to get in contact 3 with Good Neighbor Pharmacies, right?</p> <p>4 MR. SUDDATH: Objection to 5 form.</p> <p>6 THE WITNESS: No, I don't -- 7 no, I wouldn't say it's talking 8 about getting in contact with Good 9 Neighbor Pharmacy. No.</p> <p>10 BY MR. SIMMER:</p> <p>11 Q. What is this section saying, 12 then?</p> <p>13 A. It's educating the 14 manufacturer on why it might be important 15 to include Good Neighbor Pharmacy in 16 their educational and awareness 17 campaigns.</p> <p>18 We're trying to show how 19 large they are, how, you know, strong.</p> <p>20 Q. Turn two slides later, 21 319786, where it says, Who is Good 22 Neighbor Pharmacy?</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p>

<p style="text-align: right;">Page 78</p> <p>1 Q. Right below that, do you see 2 where it says, Good Neighbor Pharmacy is 3 one of the largest networks of 4 independent pharmacies and sixth-largest 5 retail pharmacy chain in the U.S. 6 Do you see that? 7 A. Uh-huh. 8 Q. Is that a correct statement? 9 A. I don't know. 10 Q. Well, you don't mean it to 11 be incorrect, right? 12 MR. SUDDATH: Objection to 13 form. 14 THE WITNESS: I don't mean 15 it to be incorrect. 16 BY MR. SIMMER: 17 Q. When you send this slide 18 deck to a potential supplier, customer of 19 this service, you mean for this 20 information to be accurate, don't you? 21 MR. SUDDATH: Objection to 22 form. 23 THE WITNESS: At the point 24 in time where this was put</p>	<p style="text-align: right;">Page 80</p> <p>1 you just repeat the information and don't 2 have any idea what it means? 3 MR. SUDDATH: Objection to 4 form. 5 THE WITNESS: I give the 6 presentation. 7 BY MR. SIMMER: 8 Q. But you don't know what it 9 means? 10 A. I don't understand the 11 question, that I don't know what it 12 means. 13 I mean, I know what the 14 words mean. I don't understand what 15 you're asking. 16 Q. When it says, Over 3,100 17 members, what does that mean? 18 A. There are 3,100 independent 19 pharmacies that have the signage Good 20 Neighbor Pharmacy, and whatever else is 21 involved. 22 I don't know what else is 23 involved, because I'm not part of Good 24 Neighbor Pharmacy.</p>
<p style="text-align: right;">Page 79</p> <p>1 together by Good Neighbor 2 Pharmacy, I would assume that it 3 would be correct. 4 BY MR. SIMMER: 5 Q. And do you see where it 6 says, in that first bullet, Over 3,100 7 members in the U.S., including Alaska, 8 Hawaii, Guam, Puerto Rico and the U.S. 9 Virgin Islands? 10 A. I see that. 11 Q. So that's representing what? 12 MR. SUDDATH: Objection to 13 form. 14 THE WITNESS: I don't know. 15 I didn't author this. This came 16 from Good Neighbor Pharmacy. 17 BY MR. SIMMER: 18 Q. Have you ever given this 19 presentation to a customer -- strike 20 that. 21 Have you ever given this 22 presentation to a supplier? 23 A. Yes. 24 Q. When you get to that slide,</p>	<p style="text-align: right;">Page 81</p> <p>1 Q. And you understand that 2 AmerisourceBergen's subsidiary is the 3 owner of Good Neighbor Pharmacy network, 4 right? 5 MR. SUDDATH: Objection to 6 form. 7 THE WITNESS: No, I don't 8 know. 9 BY MR. SIMMER: 10 Q. You don't have any idea what 11 the relationship between 12 AmerisourceBergen and Good Neighbor 13 Pharmacy is? 14 A. AmerisourceBergen 15 Corporation? 16 Q. Yes, sir -- yes, ma'am. 17 A. I don't know what the 18 legal -- I don't know legally how it's 19 structured, no. 20 Q. What's your understanding, 21 legal or not, of the relationship between 22 AmerisourceBergen and Good Neighbor 23 Pharmacy? 24 A. I'm not from the Good</p>

<p style="text-align: right;">Page 82</p> <p>1 Neighbor Pharmacy area. Good Neighbor 2 Pharmacy is a banner under which 3 independents can stay independent 4 retailers and have some synergies. 5 Q. Look at the next page, Bates 6 ending 319787, where it says, Where is 7 Good Neighbor Pharmacy? 8 Do you see that? 9 A. Yes. 10 Q. What is this representing? 11 MR. SUDDATH: Objection to 12 form. 13 THE WITNESS: When it was 14 given to us for the deck, it was 15 to represent how many Good 16 Neighbor Pharmacy banner stores 17 were in each state. 18 BY MR. SIMMER: 19 Q. And do you see where in Ohio 20 it says, 131? 21 A. I see 131. And I think I 22 know that's the state of Ohio, so -- 23 Q. And what's your 24 understanding that's representing?</p>	<p style="text-align: right;">Page 84</p> <p>1 services that were delivered? 2 MR. SUDDATH: Objection to 3 form. 4 THE WITNESS: I don't 5 understand the question. 6 BY MR. SIMMER: 7 Q. The value of the services 8 that were delivered? 9 MR. SUDDATH: Objection to 10 form. 11 THE WITNESS: No. 12 BY MR. SIMMER: 13 Q. What's it mean by "value," 14 then? 15 MR. SUDDATH: Objection to 16 form. 17 THE WITNESS: If the 18 manufacturer is trying to reach 19 stores with their educational 20 information, the value of focusing 21 on Good Neighbor Pharmacy could 22 be, you know, that we have this 23 capability. 24 But it's not a -- it's not a</p>
<p style="text-align: right;">Page 83</p> <p>1 A. That there are -- my 2 understanding is this represents there 3 are 131 accounts, stores, independent 4 pharmacies, that have a Good Neighbor 5 Pharmacy banner. 6 Q. Look two slides later, Bates 7 ending 319790. 8 The slide is the -- the 9 heading says, Good Neighbor Pharmacy 10 direct mail. 11 Do you see where it says, 12 Value delivered? 13 A. Yes. 14 Q. When the deck says "value 15 delivered," what does that mean? 16 MR. SUDDATH: Objection to 17 form. 18 THE WITNESS: It's a clever 19 heading to call to the attention 20 of the manufacturer that this is 21 the scope of this particular 22 marketing campaign. 23 BY MR. SIMMER: 24 Q. Isn't it the value of the</p>	<p style="text-align: right;">Page 85</p> <p>1 monetary value or, you know, that 2 kind of value. 3 BY MR. SIMMER: 4 Q. Then there's a section in 5 the slide deck, beginning 319794, about 6 physicians and clinics. 7 What's your understanding is 8 included in that section of the slide 9 deck? 10 A. So this section of the slide 11 deck was not authored by my group at all. 12 It was -- this comes from another 13 business unit that distributes to 14 physicians and clinics. 15 So we didn't -- this is not 16 authored by my team. 17 Q. But this is a presentation, 18 you said a moment ago, that you have 19 actually given, right? 20 A. Yes. 21 And if you notice, this is 22 broken up into three sections; retail, 23 health systems, physicians and clinics. 24 And 99 percent of the time, we did not</p>

<p>1 present this section.</p> <p>2 Q. Who presents it?</p> <p>3 A. The information comes from</p> <p>4 another business unit, and I -- I've not</p> <p>5 seen them present it. But we got it from</p> <p>6 another business unit.</p> <p>7 Q. But this is a presentation</p> <p>8 that you've sent on to suppliers, right?</p> <p>9 MR. SUDDATH: Objection to</p> <p>10 form.</p> <p>11 THE WITNESS: It's a section</p> <p>12 of our presentation that has gone</p> <p>13 to manufacturer --</p> <p>14 BY MR. SIMMER:</p> <p>15 Q. You're just --</p> <p>16 A. -- suppliers, correct.</p> <p>17 Q. You're just saying that --</p> <p>18 I'm sorry, did I interrupt you?</p> <p>19 A. No.</p> <p>20 Q. You're just saying that this</p> <p>21 section of the presentation you didn't</p> <p>22 actually present, you just hand the</p> <p>23 presentation, the entire presentation on,</p> <p>24 but some sections you had nothing to do</p>	<p>Page 86</p> <p>1 Q. Did you work with CSRA to</p> <p>2 review or approve the manufacture --</p> <p>3 strike that.</p> <p>4 Did you work with CSRA to</p> <p>5 review or approve the supplier materials</p> <p>6 that you sent on to your customers?</p> <p>7 MR. SUDDATH: Objection to</p> <p>8 form.</p> <p>9 THE WITNESS: No. Me and my</p> <p>10 team did not specifically work</p> <p>11 with CSRA.</p> <p>12 I don't know how else</p> <p>13 they -- I don't know if they were</p> <p>14 involved some other way, but I</p> <p>15 didn't.</p> <p>16 BY MR. SIMMER:</p> <p>17 Q. Am I right that at various</p> <p>18 times you had a role in manufacturer</p> <p>19 advisory boards?</p> <p>20 MR. SUDDATH: Object to the</p> <p>21 form.</p> <p>22 THE WITNESS: I have</p> <p>23 participated in a handful of</p> <p>24 manufacturer advisory boards --</p>
<p>1 with; do I have it right?</p> <p>2 A. So, generally, the</p> <p>3 presentations are given, not just sent</p> <p>4 on.</p> <p>5 And what I'm saying is we</p> <p>6 don't present this section very often,</p> <p>7 because this is covered by a different</p> <p>8 business unit.</p> <p>9 Q. So if I were to ask you, for</p> <p>10 example, on Slide 319795, about this</p> <p>11 direct mail where it says that it has a</p> <p>12 reach of [REDACTED] physician customer</p> <p>13 practice locations, do you know what</p> <p>14 that's in reference to?</p> <p>15 MR. SUDDATH: Objection to</p> <p>16 form.</p> <p>17 THE WITNESS: No.</p> <p>18 BY MR. SIMMER:</p> <p>19 Q. Do you know what a CSRA</p> <p>20 stands for?</p> <p>21 A. Yes.</p> <p>22 Q. What's it stand for?</p> <p>23 A. Corporate security and</p> <p>24 regulatory affairs.</p>	<p>Page 87</p> <p>1 BY MR. SIMMER:</p> <p>2 Q. So is the answer --</p> <p>3 A. -- in my career.</p> <p>4 Q. -- to my question, yes?</p> <p>5 A. In my career, yes.</p> <p>6 Q. And what are the</p> <p>7 manufacturer advisory boards?</p> <p>8 A. There's none that take place</p> <p>9 now, to my knowledge.</p> <p>10 But they were where the</p> <p>11 manufacturer would bring people in from</p> <p>12 the industry, across their customers, be</p> <p>13 it wholesalers or retailers, to get</p> <p>14 feedback from them.</p> <p>15 Q. Feedback about what?</p> <p>16 A. An example would be a</p> <p>17 product that was being launched, and</p> <p>18 feedback was, what if we use this bottle</p> <p>19 size? What if we use this bottle</p> <p>20 configuration? Does it work well within</p> <p>21 your automation in your warehouse?</p> <p>22 You know, those kind of</p> <p>23 things.</p> <p>24 Q. I'll hand you what we marked</p>

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<p>1 as Weber Exhibit-4.</p> <p>2 - - -</p> <p>3 (Whereupon,</p> <p>4 AmerisourceBergen-Weber Exhibit-4,</p> <p>5 Insys-MDL-007726258-259, was</p> <p>6 marked for identification.)</p> <p>7 - - -</p> <p>8 BY MR. SIMMER:</p> <p>9 Q. I'll have you -- or identify</p> <p>10 that in a moment. But I'll identify it</p> <p>11 for the record as an e-mail string, Bates</p> <p>12 ending -- Insys-MDL-007726258 through</p> <p>13 007726259.</p> <p>14 MR. SUDDATH: Excuse me, Mr.</p> <p>15 Simmer, do you have an attachment</p> <p>16 to this?</p> <p>17 MR. SIMMER: I'm going to</p> <p>18 hand it out as an exhibit in just</p> <p>19 a moment.</p> <p>20 MR. SUDDATH: Okay. Got it.</p> <p>21 Thank you.</p> <p>22 BY MR. SIMMER:</p> <p>23 Q. Do you see that this is an</p> <p>24 e-mail from Dina Gabriele at</p>	<p>1 the attendees as well, right?</p> <p>2 A. I don't know at that point</p> <p>3 in time if Dion worked for -- which</p> <p>4 company he worked for.</p> <p>5 Q. But Dion, at one point,</p> <p>6 worked for Insys, right?</p> <p>7 A. Yes.</p> <p>8 Q. And it says, Subject, MAB</p> <p>9 agenda/topics.</p> <p>10 What does "MAB" stand for?</p> <p>11 A. Manufacturer advisory board.</p> <p>12 Q. You see on the "cc" line a</p> <p>13 group of individuals.</p> <p>14 Who are those?</p> <p>15 A. They are all -- were</p> <p>16 AmerisourceBergen employees.</p> <p>17 Q. So Michael Kody is an</p> <p>18 AmerisourceBergen employee, correct?</p> <p>19 A. Former.</p> <p>20 Q. Melissa Lattanzi?</p> <p>21 A. Current.</p> <p>22 Q. Akin Odutola?</p> <p>23 A. Current.</p> <p>24 Q. Jack Callahan?</p>
<p>1 AmerisourceBergen, dated August 7,</p> <p>2 2012 --</p> <p>3 A. Yes.</p> <p>4 Q. -- to a group of</p> <p>5 individuals?</p> <p>6 Would those have been the</p> <p>7 manufacturer advisory board participants</p> <p>8 in the "to" line?</p> <p>9 A. Yes.</p> <p>10 Q. Can you tell from this what</p> <p>11 companies were in attendance at this</p> <p>12 manufacturer advisory board?</p> <p>13 A. Yes.</p> <p>14 Q. Can you just tell --</p> <p>15 identify, for the record, which companies</p> <p>16 are included here?</p> <p>17 A. Upsher-Smith. I'm not sure</p> <p>18 where Brandon was at the time, Metysis,</p> <p>19 probably. Bayer. I don't know about</p> <p>20 Lovena. Takeda. Boehringer Ingelheim.</p> <p>21 Novo Nordisk. Merck. AstraZeneca.</p> <p>22 Pfizer. AbbVie. Esai. Bausch and Lomb.</p> <p>23 J&J. I'm not sure about Walt.</p> <p>24 Q. It appears Insys was one of</p>	<p>1 A. Current.</p> <p>2 Q. Michael Cristinzio?</p> <p>3 A. Former.</p> <p>4 Q. Elizabeth McMahon?</p> <p>5 A. Current.</p> <p>6 Q. And Dina Gabriele?</p> <p>7 A. Current.</p> <p>8 Q. So that appears to be the</p> <p>9 individuals from AmerisourceBergen that</p> <p>10 had some role in the manufacturer</p> <p>11 advisory board, correct?</p> <p>12 MR. SUDDATH: Objection to</p> <p>13 form.</p> <p>14 THE WITNESS: No, not</p> <p>15 necessarily a role. Most of us</p> <p>16 were simply attendees.</p> <p>17 BY MR. SIMMER:</p> <p>18 Q. By "role" I mean that either</p> <p>19 were presenters and/or simply attending.</p> <p>20 A. Yes.</p> <p>21 Q. Do you see in the first</p> <p>22 paragraph in Ms. Gabriele's e-mail she</p> <p>23 says, Please find attached a draft of the</p> <p>24 agenda and topics we plan to discuss.</p>
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<p style="text-align: right;">Page 94</p> <p>1 This year, the structure of the meeting 2 will be slightly different. There will 3 be three discussion topics: Managed 4 provider networks, pathway to 5 pharmaceutical tracking, and data -- 6 strike that -- pathway to pharmaceutical 7 tracking, and data for strategic 8 decisions.</p> <p>9 Do you see that?</p> <p>10 A. Yes. 11 - - - 12 (Whereupon, 13 AmerisourceBergen-Weber Exhibit-5, 14 Insys-MDL-007726260, was marked 15 for identification.) 16 - - -</p> <p>17 BY MR. SIMMER:</p> <p>18 Q. I'll hand you what we marked 19 as Weber Exhibit-5. I'll identify it for 20 the record as Insys-MDL-007726260 21 through -- I guess this was produced 22 natively, so they just put the Bates 23 number on the first page only.</p> <p>24 Did you have an opportunity</p>	<p style="text-align: right;">Page 96</p> <p>1 Q. Can I direct your attention 2 to the slide, MAB Topic 1, managed 3 provider networks? 4 Do you see where it says, 5 Preparation questions? 6 A. Yes. 7 Q. The first bullet right below 8 that, do you see where it says, and I'll 9 quote, How can manufacturers partner with 10 providers to facilitate patient 11 compliance? 12 Do you see that? 13 A. I see that. 14 Q. What's your understanding 15 that's saying? 16 A. I have no idea. 17 Q. So when we're talking about 18 manufacturers, those are the -- that's 19 asking those in attendance, the 20 manufacturer representatives, is it not, 21 what their views are about how they can 22 partner -- and what is meant by 23 "partner," do you have any clue? 24 MR. SUDDATH: Objection to</p>
<p>1 to review this document?</p> <p>2 A. Yes.</p> <p>3 Q. Do you have an idea of what 4 this is?</p> <p>5 A. I didn't recall it.</p> <p>6 Q. But this is the manufacturer 7 advisory board that you were in 8 attendance at?</p> <p>9 A. Correct.</p> <p>10 Q. And it looks like this was 11 distributed in advance of this 12 manufacturer advisory board, correct?</p> <p>13 A. It looks that way to me, 14 too.</p> <p>15 Q. And, again, the purpose of 16 the manufacturer advisory board is to do 17 what?</p> <p>18 MR. SUDDATH: Objection to 19 form.</p> <p>20 THE WITNESS: To ask 21 manufacturers' opinions about 22 industry issues that impact both 23 of us.</p> <p>24 BY MR. SIMMER:</p>	<p style="text-align: right;">Page 95</p> <p>1 form. 2 THE WITNESS: I wouldn't 3 know.</p> <p>4 BY MR. SIMMER:</p> <p>5 Q. And when it references 6 "providers," do you know what that is in 7 reference to?</p> <p>8 MR. SUDDATH: Objection to 9 form.</p> <p>10 THE WITNESS: I don't know 11 what this question refers to.</p> <p>12 BY MR. SIMMER:</p> <p>13 Q. Okay. I'll direct your 14 attention to the last slide in the deck, 15 MAB Topic 3: Data for strategic 16 decisions.</p> <p>17 A. Okay.</p> <p>18 Q. And it has a series of trade 19 questions, all of them having to do with 20 data.</p> <p>21 What's your understanding 22 is -- that AmerisourceBergen is doing 23 asking these drug companies about data?</p> <p>24 MR. SUDDATH: Objection to</p> <p style="text-align: right;">Page 97</p>

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<p>1 form.</p> <p>2 THE WITNESS: There's</p> <p>3 data -- certain data is</p> <p>4 contractually, we're contractually</p> <p>5 required to share with the</p> <p>6 manufacturer about their own</p> <p>7 company's inventory position in</p> <p>8 our distribution centers, right.</p> <p>9 And that sort of data, that's</p> <p>10 what's referred to in the 852/867.</p> <p>11 So we are just asking, if</p> <p>12 they had a wish list of what I</p> <p>13 really want to see, you know, is</p> <p>14 there something more that they</p> <p>15 would want that data to provide</p> <p>16 them, in the context of what it is</p> <p>17 today, right?</p> <p>18 It's just, today, it's, I</p> <p>19 sold 300 bottles and now I have 30</p> <p>20 left on the shelf.</p> <p>21 - - -</p> <p>22 (Whereupon,</p> <p>23 AmerisourceBergen-Weber Exhibit-6,</p> <p>24 Insys-MDL-007754340-343, was</p>	<p>1 A. Yes. The structure is not</p> <p>2 called the manufacturer advisory board.</p> <p>3 Q. I don't follow your answer.</p> <p>4 You say the structure is</p> <p>5 not called --</p> <p>6 A. So the name is not</p> <p>7 manufacturer advisory board. That the</p> <p>8 manufacturer advisory board doesn't</p> <p>9 exist.</p> <p>10 Q. So is there something else</p> <p>11 that is being held instead of the</p> <p>12 manufacturer advisory board that goes by</p> <p>13 a different name?</p> <p>14 MR. SUDDATH: Objection to</p> <p>15 form.</p> <p>16 THE WITNESS: It's -- there</p> <p>17 is -- there are manufacturer</p> <p>18 meetings. But they are not the</p> <p>19 manufacturer advisory board. So</p> <p>20 there are manufacturer-facing</p> <p>21 groups, meetings with those types</p> <p>22 of people, but at a higher level</p> <p>23 than the people that are on this</p> <p>24 e-mail, called manufacturer</p>
<p>1 marked for identification.)</p> <p>2 - - -</p> <p>3 BY MR. SIMMER:</p> <p>4 Q. I'll hand you what we've</p> <p>5 marked as Weber Exhibit-6. I'll identify</p> <p>6 it for the record as Insys-MDL-007754340</p> <p>7 through 007754343.</p> <p>8 A. Just so I understand what</p> <p>9 I'm looking at here, not all the</p> <p>10 attachments are included?</p> <p>11 Q. I'm giving you what was</p> <p>12 produced to us. So this is the way it</p> <p>13 came to us.</p> <p>14 Let me ask you some</p> <p>15 questions about this.</p> <p>16 Before I forget, the e-mail</p> <p>17 two exhibits ago seemed to indicate that</p> <p>18 these manufacturer advisory boards were</p> <p>19 held annually; is that correct?</p> <p>20 A. At a point in time, yes,</p> <p>21 they were held annually.</p> <p>22 Q. So there came a time when</p> <p>23 the manufacturer advisory boards were</p> <p>24 stopped; is that correct?</p>	<p>1 planning council.</p> <p>2 BY MR. SIMMER:</p> <p>3 Q. And those are meetings that</p> <p>4 AmerisourceBergen holds with</p> <p>5 manufacturers, correct?</p> <p>6 A. Correct.</p> <p>7 THE WITNESS: Sorry, my mic</p> <p>8 came off.</p> <p>9 BY MR. SIMMER:</p> <p>10 Q. Now, is it the case that</p> <p>11 those manufacturer planning council</p> <p>12 meetings took the place of the</p> <p>13 manufacturer advisory boards?</p> <p>14 A. I guess you could say they</p> <p>15 took the place. But they are not -- to</p> <p>16 my knowledge, they are not the same</p> <p>17 meetings.</p> <p>18 I don't attend the</p> <p>19 manufacturer planning council meetings,</p> <p>20 so I couldn't really say that they took</p> <p>21 the place.</p> <p>22 Q. I think you're saying that</p> <p>23 higher-level employees -- strike that.</p> <p>24 I think you're saying that</p>

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<p>1 higher-level representatives from the 2 manufacturers that are in attendance than 3 are on this list are the ones that come 4 to these councils, right? 5 A. Yes, because -- 6 MR. SUDDATH: Objection to 7 form. 8 You can go ahead. 9 THE WITNESS: My 10 understanding is the topics are 11 very strategic as opposed to 12 tactical, so there -- it's 13 higher-level people.</p> <p>14 BY MR. SIMMER: 15 Q. And what types of strategic 16 areas are discussed at these manufacturer 17 planning council meetings?</p> <p>18 MR. SUDDATH: Objection. 19 THE WITNESS: I don't 20 attend, so I don't know. And I 21 don't recall if I heard them, the 22 topics, before.</p> <p>23 BY MR. SIMMER: 24 Q. Who attends on behalf of</p>	<p>1 THE WITNESS: I don't know 2 what "convener" means, sorry. 3 BY MR. SIMMER: 4 Q. Well, let me clarify, then. 5 Are they the ones that send 6 out the invitations to the manufacturers 7 to attend these planning council 8 meetings? 9 A. Correct. 10 MR. SUDDATH: Objection to 11 form. 12 BY MR. SIMMER: 13 Q. You talked over each other. 14 Let's make sure we get that. 15 You said that they do send 16 out the invitations; isn't that right? 17 A. Correct. 18 MR. SUDDATH: Objection. 19 BY MR. SIMMER: 20 Q. Do you know what 21 manufacturers attend these meetings? 22 A. I do not. 23 Q. How is it you know about 24 these meetings?</p>
<p>1 AmerisourceBergen? 2 MR. SUDDATH: Objection to 3 form. 4 THE WITNESS: I don't know 5 specifically. 6 BY MR. SIMMER: 7 Q. How often are they held? 8 MR. SUDDATH: Objection. 9 THE WITNESS: I don't know. 10 I couldn't tell you for sure. 11 BY MR. SIMMER: 12 Q. Is AmerisourceBergen the 13 only distributor that attends these 14 meetings? 15 MR. SUDDATH: Objection to 16 form. 17 THE WITNESS: Well, yes. 18 Yes. 19 BY MR. SIMMER: 20 Q. So AmerisourceBergen is the 21 convener of these planning council 22 meetings? 23 MR. SUDDATH: Objection to 24 form.</p>	<p>1 A. It was a topic at a recent 2 staff meeting. 3 Q. And what did you hear about 4 that? 5 A. I don't recall. It 6 didn't -- it wasn't applicable to me, it 7 was just a topic on the agenda. 8 Q. So the -- what I've handed 9 you as Exhibit-6 is an e-mail from Dina 10 Gabriele to -- I think it looks like the 11 same individuals we just looked at in the 12 prior e-mail string, right? 13 It's a group of drug company 14 representatives, and the cc a group of 15 AmerisourceBergen employees, if I have it 16 right, correct? 17 A. It looks -- the manufacturer 18 employees look to be the same, and 19 there's additional AmerisourceBergen 20 people on there. 21 Q. When it says, Subject, 2012 22 manufacturer advisory board meeting 23 recap/summaries, do you have an 24 understanding what that's in reference</p>

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1 to? 2 A. It's a post-meeting summary. 3 Q. Okay. Can I direct your 4 attention to the attachment to this 5 e-mail? It appears to be the notes to 6 this meeting. 7 Do you see what I'm saying? 8 A. Yes. 9 Q. Can I direct your attention 10 to Bates ending 7754342, where it says at 11 the bottom of the page, 12 Patient/prescriber data. 13 Do you see that? 14 A. I see that. 15 Q. This seems to be a reference 16 to the AmerisourceBergen data that is 17 being provided to manufacturers. 18 Do you agree with me? 19 MR. SUDDATH: Objection. 20 THE WITNESS: I have no 21 idea. 22 BY MR. SIMMER: 23 Q. So what's represented in 24 these notes, you don't have any idea what	1 marked as Exhibit-7, Insys-MDL-007731066 2 and it goes through Bates ending 3 007731072. 4 I'll represent to you there 5 were a whole stack of exhibits attached 6 to this. We only printed several of them 7 for -- to save some trees. 8 While you can feel free to 9 look at all of the attachments, I have 10 just some pretty general questions about 11 them, so you don't have to be responsible 12 for the content of those attachments. 13 Can I direct your attention 14 to the second page of this exhibit that's 15 Bates ending 7731067 -- 16 A. Okay. 17 Q. -- the e-mail from Jim 18 Papazis, dated January 9th, 2012, to 19 Elizabeth McMahon. 20 Do you see that? 21 A. Yes. 22 Q. Am I right that she is a -- 23 she was, at least at this time, an 24 AmerisourceBergen employee?
1 this content means? 2 A. I don't have any idea what 3 that content means, that 4 patient/prescriber data. 5 - - - 6 (Whereupon, 7 AmerisourceBergen-Weber Exhibit-7, 8 Insys-MDL-007731066-072, was 9 marked for identification.) 10 - - - 11 BY MR. SIMMER: 12 Q. I asked you earlier today if 13 you had responsibilities for the new 14 supplier Insys, I-N-S-Y-S, Therapeutics 15 that was launching a drug product. 16 Do you remember that you had 17 responsibility for Insys? 18 MR. SUDDATH: Objection. 19 THE WITNESS: I think I told 20 you I didn't remember whether I 21 was in my current role when Insys 22 was set up as a supplier or not. 23 BY MR. SIMMER: 24 Q. Okay. I'll hand you what we	1 A. Correct. 2 Q. And do you see in his e-mail 3 where he says, Elizabeth, let me 4 introduce myself. My name is Jim 5 Papazis, and I am the director, managed 6 markets at Insys Therapeutics. We at 7 Insys have just received FDA approval for 8 our first product, Subsys. Joe Puma at 9 Alkermes forwarded your contact 10 information to me. We would like to 11 begin the new vendor process and fill out 12 the necessary paperwork. 13 Do you see that? 14 A. Yes. 15 Q. And then two days later, Ms. 16 McMahon responds, Hi Jim, the ABDC 17 contact for new supplier setup is Celia 18 Weber. 19 That's you, right? 20 A. Correct. 21 Q. And then do you see in the 22 next e-mail in the string is from you, 23 dated two days later, to Mr. Papazis. 24 Do you see where I'm
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<p>1 talking?</p> <p>2 A. Yes.</p> <p>3 Q. And you say, Mr. Papazis,</p> <p>4 attached are all the informational and</p> <p>5 required documents that AmerisourceBergen</p> <p>6 Drug Corporation will need from Insys in</p> <p>7 order to evaluate setting the company up</p> <p>8 as a supplier.</p> <p>9 Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. Do you see, in the second</p> <p>12 paragraph where you say, and I'll quote,</p> <p>13 While all the documents are generally</p> <p>14 self-explanatory, please feel free to</p> <p>15 contact me with any questions you may</p> <p>16 have. I will be your main contact</p> <p>17 throughout the setup process.</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. I think we talked about that</p> <p>21 earlier, with a new supplier, that you</p> <p>22 had the role, through the setup process,</p> <p>23 to gather the necessary information; is</p> <p>24 that right?</p>	<p>Page 110</p> <p>1 into a distribution services agreement</p> <p>2 with Insys?</p> <p>3 A. I don't recall, but we would</p> <p>4 have.</p> <p>5 - - -</p> <p>6 (Whereupon,</p> <p>7 AmerisourceBergen-Weber Exhibit-8,</p> <p>8 ABDCMDL00045043-045, was marked</p> <p>9 for identification.)</p> <p>10 - - -</p> <p>11 BY MR. SIMMER:</p> <p>12 Q. I'll hand you what we marked</p> <p>13 as Weber Exhibit-8. I'll identify it for</p> <p>14 the record as ABDCMDL00045043 through</p> <p>15 45045.</p> <p>16 Do you see where, at the top</p> <p>17 of this document, actually, the word is</p> <p>18 misspelled, but it says, Amendment to</p> <p>19 distribution services agreement?</p> <p>20 A. It is misspelled.</p> <p>21 Yes, I see that.</p> <p>22 Q. It's the English teacher in</p> <p>23 me, I can't get over that stuff.</p> <p>24 Would you agree with me this</p>
<p>Page 111</p> <p>1 A. Yes.</p> <p>2 Q. Would you have had a role in</p> <p>3 the -- strike that.</p> <p>4 You sent Mr. Papazis, it</p> <p>5 appears, the distribution agreement; is</p> <p>6 that right?</p> <p>7 I think it's called the</p> <p>8 distribution services agreement.</p> <p>9 A. Yes.</p> <p>10 Q. And so I think you said</p> <p>11 earlier that you handed the actual</p> <p>12 negotiation of that agreement off to</p> <p>13 someone else in your organization, right?</p> <p>14 A. Yes. So when I reference,</p> <p>15 Once set up, Insys will be assigned to a</p> <p>16 category manager, that's the person that</p> <p>17 would negotiate the distribution</p> <p>18 agreement, unless it was assigned to me.</p> <p>19 Because this e-mail is from</p> <p>20 a period of time before I was the senior</p> <p>21 director of operations and marketing. So</p> <p>22 this would have been in my old role as</p> <p>23 the -- managing distribution agreements.</p> <p>24 Q. Do you recall also entering</p>	<p>Page 113</p> <p>1 appears to be an amendment to the</p> <p>2 distribution services agreement that the</p> <p>3 company had already entered into with</p> <p>4 Insys?</p> <p>5 A. Yes, that's what it appears</p> <p>6 to me.</p> <p>7 Q. And do you see where, in the</p> <p>8 whereas clauses, it talks about, in the</p> <p>9 second paragraph, I'll read it into the</p> <p>10 record, Where a supplier has FDA approval</p> <p>11 for the products listed on the attached</p> <p>12 Schedule I, collectively transmucosal</p> <p>13 immediate-release fentanyl (TIRF) REMS</p> <p>14 products, closed quote, which are subject</p> <p>15 to a FDA-mandated risk evaluation and</p> <p>16 mitigation strategy program (TIRF) REMS</p> <p>17 program, closed quote, closed parens.</p> <p>18 What's your understanding of</p> <p>19 what this is talking about?</p> <p>20 MR. SUDDATH: Objection.</p> <p>21 THE WITNESS: The REMS</p> <p>22 program that the FDA has mandated</p> <p>23 for this requires the wholesaler</p> <p>24 to do some additional work to make</p>

<p>1 sure that only eligible pharmacy 2 customers receive the product.</p> <p>3 BY MR. SIMMER:</p> <p>4 Q. And so our record is clear, 5 what do you understand the REMS -- REMS 6 program to include?</p> <p>7 MR. SUDDATH: Objection.</p> <p>8 THE WITNESS: I couldn't say 9 what it -- without reading from 10 this, I couldn't, off the top of 11 my head, say what all is included 12 in obligations under the REMS 13 mandates.</p> <p>14 BY MR. SIMMER:</p> <p>15 Q. It appears to be something 16 that the FDA mandated that Insys supply; 17 is that right?</p> <p>18 MR. SUDDATH: Objection.</p> <p>19 THE WITNESS: I wouldn't 20 know that, other than what it says 21 here about it being an FDA 22 program.</p> <p>23 BY MR. SIMMER:</p> <p>24 Q. Do you recall this</p>	<p>Page 114</p> <p>1 - - - 2 (Whereupon, 3 AmerisourceBergen-Weber Exhibit-9, 4 Insys Therapeutics, Inc., 10-K, 5 12/31/16, was marked for 6 identification.) 7 - - -</p> <p>8 BY MR. SIMMER:</p> <p>9 Q. Is it fair to say the 10 distribution services that 11 AmerisourceBergen offers would be quite 12 important to a product launch for a new 13 supplier, a new drug company like Insys?</p> <p>14 MR. SUDDATH: Objection to 15 form.</p> <p>16 THE WITNESS: I couldn't 17 rate that differently than 18 anything else a manufacturer might 19 do for their product launch.</p> <p>20 BY MR. SIMMER:</p> <p>21 Q. You've been negotiating and 22 handling distribution agreements for 23 years, right?</p> <p>24 A. Uh-huh.</p>
<p>1 particular amendment?</p> <p>2 A. No.</p> <p>3 Q. So do I have it right that 4 this would have been an agreement that 5 you would have not -- other than sending 6 it on to Insys, you would have had no 7 role in the negotiation of?</p> <p>8 A. That is correct.</p> <p>9 Q. So if I were to ask you 10 questions about who signed this agreement 11 for Insys, you wouldn't know who that 12 person is?</p> <p>13 A. I couldn't say, without you 14 asking me the question whether I knew 15 that person or not.</p> <p>16 Q. Do you know who Michael 17 Babich is?</p> <p>18 A. No, I don't know him.</p> <p>19 Q. He's the person who signed 20 the agreement for Insys, and he 21 represents his title as president and 22 CEO?</p> <p>23 A. I don't know him.</p> <p>24 Q. Okay.</p>	<p>Page 115</p> <p>1 Q. And am I right that there 2 are three principal distributors of drugs 3 in America, right?</p> <p>4 A. Today that's true, yes.</p> <p>5 Q. So we're talking about 6 Cardinal, McKesson and AmerisourceBergen, 7 right?</p> <p>8 A. Correct.</p> <p>9 Q. And so a company like Insys, 10 if it doesn't have a distribution 11 agreement with AmerisourceBergen, it's 12 going to find it pretty difficult to 13 distribute its product; isn't that right?</p> <p>14 MR. SUDDATH: Objection.</p> <p>15 THE WITNESS: I couldn't 16 answer for the manufacturer on 17 what their commercialization 18 strategy is.</p> <p>19 BY MR. SIMMER:</p> <p>20 Q. I'll hand you what we marked 21 as Weber Exhibit-9. I'll represent to 22 you this is a 200-page document, and what 23 we did is just produce or -- here, three 24 pages.</p>

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<p>1 And I'll identify it for the 2 record as the Insys Therapeutics, Inc., 3 Form 10-K, dated 12/31/2016. We 4 replicated here the first page of the 5 10-K and then Page 33.</p> <p>6 And for your purposes, I'd 7 like to direct your attention to Page 33 8 and just have you look at, in the middle 9 of the page, you see the heading where it 10 says, We depend on wholesale 11 pharmaceutical distributors for retail 12 distribution of Subsys. If we lose any 13 of our significant wholesale 14 pharmaceutical distributors, our business 15 could be harmed.</p> <p>16 Do you see that?</p> <p>17 A. I see that.</p> <p>18 Q. Let me direct your attention 19 to the language below that.</p> <p>20 I'll read it into the 21 record, and I quote, The majority of our 22 sales of Subsys are to wholesale 23 pharmaceutical distributors who, in turn, 24 sell the products to pharmacies,</p>	<p>1 with any of these distributors would have 2 a material adverse effect on their 3 business?</p> <p>4 MR. SUDDATH: Objection.</p> <p>5 THE WITNESS: Are you asking 6 did I -- do I see that?</p> <p>7 BY MR. SIMMER:</p> <p>8 Q. Yes.</p> <p>9 A. Yes, I see that.</p> <p>10 Q. And so any reason to dispute 11 that the loss of a relationship of 12 AmerisourceBergen would be material to 13 the Insys business?</p> <p>14 MR. SUDDATH: Objection.</p> <p>15 THE WITNESS: I could not 16 comment on something that was 17 written by Insys. And I --</p> <p>18 BY MR. SIMMER:</p> <p>19 Q. No reason to believe that's 20 an incorrect statement, however, right?</p> <p>21 MR. SUDDATH: Objection.</p> <p>22 THE WITNESS: I couldn't get 23 inside the author's head and know 24 whether this was correct or not.</p>
<p>Page 119</p> <p>1 hospitals and other customers. For the 2 year ended December 31, 2016, four 3 wholesale pharmaceutical distributors, 4 Rochester Drug Cooperative, Inc., 5 AmerisourceBergen Corporation, McKesson 6 Corporation, and Cardinal Health, Inc., 7 individually comprised approximately 15 8 percent, 17 percent, 16 percent and 14 9 percent respectively of our total gross 10 sales of Subsys. The loss by us of any 11 of these wholesale pharmaceutical 12 distributor's accounts or a material 13 reduction in their purchases could have a 14 material adverse effect on our business, 15 results of our -- strike -- results of 16 operations, financial condition and 17 prospects.</p> <p>18 Do you see that?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Other than my fumbling there 21 for a moment, did I read that correctly?</p> <p>22 A. Yes.</p> <p>23 Q. Do you see where they say 24 that the loss of the distributor account</p>	<p>Page 121</p> <p>1 BY MR. SIMMER:</p> <p>2 Q. Okay.</p> <p>3 - - -</p> <p>4 (Whereupon, 5 AmerisourceBergen-Weber 6 Exhibit-10, ABDCMDL00002123-125, 7 was marked for identification.)</p> <p>8 - - -</p> <p>9 BY MR. SIMMER:</p> <p>10 Q. I'll hand you what we marked 11 as Weber Exhibit-10. I'll identify it 12 for the record as --</p> <p>13 MR. SIMMER: Tom, would it 14 be okay if I use the bottom Bates 15 on this? There are two of them on 16 here. I think the one is -- for 17 the MDL is what we can use for our 18 purposes.</p> <p>19 MR. SUDDATH: That's fine, 20 Mr. Simmer.</p> <p>21 BY MR. SIMMER:</p> <p>22 Q. I'll identify for the record 23 as ABDCMDL00002123 through 2125.</p> <p>24 You see on the heading on</p>

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<p>1 the first page, it says, Services 2 Agreement? 3 A. Yes. 4 Q. And do you see where it 5 says, This is a service agreement by and 6 between Purdue Pharma, LP and 7 AmerisourceBergen Services Corporation? 8 A. Yes. 9 Q. So I think this is an 10 agreement for the kind of services that 11 we were talking -- we've been talking 12 about today, the marketing services that 13 AmerisourceBergen offers to suppliers, 14 right?</p> <p>15 MR. SUDDATH: Objection to 16 form.</p> <p>17 THE WITNESS: This is a 18 services agreement for educational 19 and product awareness, yes.</p> <p>20 BY MR. SIMMER:</p> <p>21 Q. And this particular example, 22 it's with Purdue Pharmaceuticals, right?</p> <p>23 A. Correct.</p> <p>24 Q. Do you see in the second</p>	<p>1 number of targets for this specific 2 campaign is 2,000. 3 A. Yes. 4 Q. Last bullet is, Additional 5 fees may apply for additional targets. 6 Target deployment is no later than 7 December 31, 2016. 8 Is that right? 9 A. Correct. 10 Q. So this is describing what 11 it is AmerisourceBergen is actually going 12 to do under this services agreement, 13 right?</p> <p>14 MR. SUDDATH: Objection to 15 form.</p> <p>16 THE WITNESS: Broadly, yes.</p> <p>17 BY MR. SIMMER:</p> <p>18 Q. Is there more to it than 19 that?</p> <p>20 A. No.</p> <p>21 Q. Can I direct your attention 22 to Page 2, the bottom of the page? 23 And you see the paragraph 24 where it says, Notices?</p>
<p>1 paragraph, do you see where it says, and 2 I'll quote, Vendor is engaged by company 3 to educate pharmacies about Butrans, 4 buprenorphine transdermal system, using 5 ABC's custom connect e-mail campaign 6 services to reach and message pharmacy 7 customers targeting products as 8 determined by Purdue.</p> <p>9 Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. So what's being offered here 12 to Purdue?</p> <p>13 A. An e-mail that they author 14 that goes out to specific customers of 15 ABDC.</p> <p>16 Q. And there are bullets below 17 that.</p> <p>18 Do you see where it says, A 19 one-time customizable e-mail blast to 20 target customer?</p> <p>21 A. Right.</p> <p>22 Q. A second bullet, Pricing 23 includes up to 5,000 targets.</p> <p>24 Third bullet, The estimated</p>	<p>1 A. Yes. 2 Q. And you see, and I'll quote, 3 All legal notices or demands provided for 4 by this agreement will be in writing and 5 will be deemed to have been given when 6 delivered by certified mail, return 7 receipt requested or by overnight 8 courier.</p> <p>9 Do you see that?</p> <p>10 A. Yes.</p> <p>11 Q. And you see it has three 12 different blocks below that?</p> <p>13 A. Yes.</p> <p>14 Q. And where it says, To 15 vendor, over to the right, it says, 16 AmerisourceBergen Corporation, and then 17 you see, Attention: Celia Weber.</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. So you are the person that, 21 under this agreement, is to receive 22 notice of any -- of any kind under this 23 agreement, right?</p> <p>24 MR. SUDDATH: Objection to</p>

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1 form. 2 THE WITNESS: This was 3 obviously an error by our legal 4 department. Because, generally, 5 there's another paragraph that 6 says it should also go to general 7 counsel. 8 But I see what you're 9 saying. 10 BY MR. SIMMER: 11 Q. You would agree with me 12 that's your name, right? 13 A. Yep. 14 Q. So if there's any notice 15 about this agreement, it's supposed to 16 come to you, right? 17 MR. SUDDATH: Objection to 18 form. 19 THE WITNESS: That's how I 20 read it, too, yep. 21 BY MR. SIMMER: 22 Q. And the signature on this 23 agreement, I think, is the individual you 24 said that was the head of the division	1 they have input into any supplier 2 that is set up in the system to do 3 business with, they approve the 4 various licensing. 5 - - - 6 (Whereupon, 7 AmerisourceBergen-Weber 8 Exhibit-11, USDC District of 9 Massachusetts, USA V Babich, 10 Burlakoff, Gurry, Simon, Lee, 11 Rowan, was marked for 12 identification.) 13 - - - 14 BY MR. SIMMER: 15 Q. Are you aware of the fact 16 that Insys has been -- strike that. 17 Are you aware of the fact 18 that a number of individuals at Insys 19 have been indicted? 20 A. No. 21 Q. I'll hand you what has been 22 marked as Exhibit-11. I'll identify it 23 for the record. I'm just going to look 24 at a couple of pages in it, so I'm not
1 you work in, right? 2 A. Correct. 3 Q. Now, let me just go back 4 here. 5 We've looked at the 6 distribution agreement and the materials 7 that you forwarded on to Insys for its 8 drug Subsys, which you saw was a 9 controlled substance, right? 10 A. Uh-huh, right. 11 Q. And we have one here with 12 Purdue for the drug Butrans, which is 13 also a controlled substance, right? 14 A. Two distinctly different 15 contracts. 16 Q. I understand. 17 A. Right. 18 Q. I guess my question is, in 19 the course of entering into these 20 different kinds of agreements, is that 21 something that CSRA would have had an 22 input on? 23 MR. SUDDATH: Objection. 24 THE WITNESS: Specifically,	1 expecting you to have any knowledge about 2 it. 3 This is a pleading entitled, 4 United States of America versus six 5 individuals, Michael L. Babich, Alec 6 Burlakoff, Michael Gurry, Richard Simon, 7 Sunrise Lee and Joseph A. Rowan. It's 8 dated December 6th, 2016. 9 You see the top of the page 10 there? 11 A. Yes. 12 Q. You say that you're not 13 familiar with the fact that Insys 14 indicted -- these individuals -- strike 15 that -- these individuals at Insys were 16 indicted? 17 A. No, I don't recall that. 18 Q. Can I direct your attention 19 to Page 6, Paragraph 12? Let me read 20 this into the record. 21 Do you see where it says, 22 and I'll quote, By bribing practitioners 23 to write prescriptions for fentanyl spray 24 and then defrauding insurers, the
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<p style="text-align: right;">Page 130</p> <p>1 defendants and coconspirators, known and 2 unknown to the grand jury, dramatically 3 increased the volume of prescriptions 4 written for fentanyl spray, and 5 thereafter, the rate at which insurers 6 approved payment for the drug, generating 7 substantial profits for the company, the 8 defendants and coconspirators, known and 9 unknown to the grand jury, including the 10 coconspirator practitioners.</p> <p>11 Do you see that?</p> <p>12 A. I see that.</p> <p>13 Q. Were you aware of this at 14 all?</p> <p>15 A. No.</p> <p>16 Q. Look at Paragraph 19, if you 17 would.</p> <p>18 Do you see where it says, 19 The TIRF REMS access program included 20 several elements designed to protect 21 patients from the risks associated with 22 TIRF drugs. The program required, among 23 other things, that TIRF medicines only be 24 dispensed to an outpatient when the</p>	<p style="text-align: right;">Page 132</p> <p>1 Q. Who would I speak to about 2 that, in terms of finding out whether 3 AmerisourceBergen would have entered into 4 a services agreement like that with 5 Insys, in light of the fact that these 6 individuals were indicted?</p> <p>7 MR. SUDDATH: Objection.</p> <p>8 THE WITNESS: I have no 9 idea.</p> <p>10 MR. SIMMER: I have nothing 11 further.</p> <p>12 VIDEO TECHNICIAN: Off 13 record at 5:08 p.m.</p> <p>14 - - -</p> <p>15 (Whereupon, the deposition 16 was concluded at 5:08 p.m.)</p> <p>17 - - -</p>
<p style="text-align: right;">Page 131</p> <p>1 practitioner prescribing the drug, the 2 patient, and the pharmacy dispensing the 3 TIRF medicine had each been educated 4 about the risks associated with the drug.</p> <p>5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. And I can read more of this, 8 and I don't know that that's absolutely 9 necessary.</p> <p>10 This is something you're 11 just not familiar with; am I right?</p> <p>12 A. Correct. This is not in my 13 area.</p> <p>14 Q. Let me ask you, if you had 15 been aware of the fact that these 16 individuals were indicted, including the 17 CEO of the company, would you have 18 entered into this services agreement that 19 we just looked at a moment ago?</p> <p>20 MR. SUDDATH: Objection.</p> <p>21 THE WITNESS: I couldn't 22 speak to that at all. That's way 23 above my pay grade.</p> <p>24 BY MR. SIMMER:</p>	<p style="text-align: right;">Page 133</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3</p> <p>4 I HEREBY CERTIFY that the 5 witness was duly sworn by me and that the 6 deposition is a true record of the 7 testimony given by the witness.</p> <p>8</p> <p>9</p> <p>10 Amanda Maslynsky-Miller 11 Certified Realtime Reporter 12 Dated: January 27, 2019</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17 (The foregoing certification 18 of this transcript does not apply to any 19 reproduction of the same by any means, 20 unless under the direct control and/or 21 supervision of the certifying reporter.)</p> <p>22</p> <p>23</p> <p>24</p>

